



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
December 5, 2017
6:00 p.m.
AGENDA**

1. **Call To Order**
2. **Invocation**
3. **Pledge Of Allegiance**
4. **Approval Of Minutes: November 21, 2017 and November 29, 2017**
5. **Resolution for Restaurant Tourism Tax for Parks**
6. **Professional Service Agreement with Mid-South Sports Productions, Inc.**
7. **Resolution for Free Port Warehouse Tax Exemption for Henry Schein Animal Health**
8. **Agreement with Bridge & Watson, Inc.**
9. **Resolution for Amended Towing Policy**
10. **Resolution for Amending Ordinance Title XIII, Chapter 7, Section 13-7(c)**
11. **Resolution of Support for Sales Tax Diversion**
12. **Resolution for Sole Source Purchase – Utilities Dept.**
13. **Recommendation of Award to Waggoner Engineering for Nail Road Extension Project and Request for Mayor to sign Preliminary Engineering & Design Contract and all other documents pertaining to the project**
14. **Planning Agenda: Item #1 Request by Snowden Farms, LLC to vacate a portion of the Snowden Farms PUD located on the west side of Getwell Road between Goodman Road and Nail Road
Item #2 Design Approval for TRU by Hilton
Item #3 Request for West End District Tax Incentive Program for 9180 Hwy. 51**
15. **Mayor's Report**
16. **Citizen's Agenda**
17. **Personnel Docket**
18. **City Attorney's Legal Update**
19. **Claims Docket**
20. **Executive Session: Litigation in SPD
Personnel in SFD
Economic Development (business expansion/re-location in City)**

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

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**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
November 21, 2017
6:00 p.m.
AGENDA**

1. **Call To Order**
2. **Invocation: Pastor Tradanius Beard with Northwest Church of Christ**
3. **Pledge Of Allegiance**
4. **Approval Of Minutes: November 7, 2017**
5. **FY 17 Audit Professional Service**
6. **Agreement with P.B.J. Happee Day Shows, Inc.**
7. **Resolution for Restaurant Tourism Tax for Parks**
8. **Resolution of Support for Desoto County Veterans Park and Desoto County Visitors Center**
9. **Resolution for Approving Refunding of a Portion of 2010 GO Bonds**
10. **Planning Agenda: Item #1 Award Recommendation for Comprehensive Plan to Bridge & Watson, LLC
Item #2 Request to vacate 228+ acres of property within Snowden Farms PUD**
11. **Mayor's Report**
12. **Citizen's Agenda**
13. **Personnel Docket**
14. **City Attorney's Legal Update**
15. **Claims Docket**
16. **Executive Session: Litigation against SPD
Potential Purchase of Property by City (Broker Agreement)
Industrial Development Expansion
Leasing of City Facilities
Economic Development**

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

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MINUTES OF THE REGULAR MEETING OF November 21, 2017 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 21st day of November, 2017 at six o'clock (6:00) p.m. at City Hall.

Present were:

William Brooks	Alderman At Large
Kristian Kelly	Alderman, Ward 1
Ronnie Hale	Alderman, Ward 2
George Payne	Alderman, Ward 3
Joel Gallagher (By Teleconference)	Alderman, Ward 4
John David Wheeler	Alderman, Ward 5

Absent were:

Raymond Flores	Alderman, Ward 6
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Also present were Mayor Musselwhite, Andrea Mullen, City Clerk, Pam Pyle, Deputy City Clerk and Nick Manley, City Attorney. Approximately thirty (30) other people were present.

Mayor Musselwhite called the meeting to order. Pastor Tradanius Beard with Northwest Church of Christ led in prayer, followed by the Pledge of Allegiance led by Alderman Payne. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of November 7, 2017 with any corrections, deletions, or additions necessary. Motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously.

FY 17 AUDIT PROFESSIONAL SERVICE

Chris Wilson, City Administrator, presented this item to the Board.

Mr. Wilson stated that this is a professional services agreement with Fortenberry and Ballard. This firm performed the City's last two (2) audits and it is the recommendation of the Finance Administration to engage for the FY17 audit. Mr. Wilson stated that the contract price is not to exceed \$41,500. Alderman Brooks made the motion to accept the agreement and allow Mayor Musselwhite to sign. Motion was seconded by Alderman Wheeler. Motion was put to vote and passed unanimously with Alderman Flores being absent.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES (By Teleconference)
Alderman Wheeler	YES
Alderman Flores	ABSENT

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 21st day of November, 2017.

A copy of the agreement is attached to these minutes.

AGREEMENT WITH P.B.J. HAPPEE DAY SHOWS, INC.

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Nick Manley, City Attorney, presented these items to the Board.

Mr. Manley stated that this agreement is with the entity who assists the City with the Springfest Carnival. This contract provides that the City receives 35% of the gross receipts, along with \$75.00 per game vendor and \$400.00 per food vendor. Also, P.B.J. will indemnify the City and provide an insurance certificate to the City. There are other provisions regarding the City's right to control the premises/event stated in the agreement. Alderman Payne made the motion to approve the contract and allow Mayor Musselwhite to sign the agreement. Motion was seconded by Alderman Kelly.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES (By Teleconference)
Alderman Wheeler	YES
Alderman Flores	ABSENT

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 21st day of November, 2017.

A copy of the contract is attached to these minutes.

RESOLUTION FOR RESTAURANT TOURISM TAX FOR PARKS

Mayor Musselwhite made the recommendation to table this resolution until the December 5th meeting since Alderman Flores was not in attendance. Mayor Musselwhite stated that at the last meeting the Board of Alderman voted upon a resolution that requested an extension, but had since learned that the legislature was going to ask for a new referendum. Mayor Musselwhite explained that it was for that reason, they will need to pass a resolution that allows either an extension or a new referendum. Alderman Hale made the motion to table the resolution. Motion was seconded by Alderman Brooks. Motion was put to vote and passed by unanimously with Alderman Flores being absent.

RESOLUTION OF SUPPORT FOR DESOTO COUNTY VETERANS PARK AND DESOTO COUNTY VISITORS CENTER

Mayor Musselwhite presented this item to the Board. Mayor Musselwhite explained that this resolution is requested by MDOT from the City to assist with the Veterans Park and Visitors Center get their own sign on I-55. After hearing from Mayor Musselwhite, the Board considered the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI IN SUPPORT OF DESOTO COUNTY VETERANS PARK AND DESOTO COUNTY VISITOR'S CENTER

WHEREAS, due to the City of Southaven's ("City") geographic location, the City is the "Front Door" to the State of Mississippi and the City Governing Authorities take pride in the image of the City's and its amenities; and

WHEREAS, the City Governing Authorities desire to promote the City by bringing attention to the DeSoto County Veterans Park and DeSoto County Visitors Center; and

WHEREAS, the City Governing Authorities desire for the DeSoto County Veterans Park and DeSoto County Visitors Center each have their own sign to better promote the benefits of each of the entities; and

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

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1. The City Governing Authorities request the Mississippi Department of Transportation ("MDOT") provide and/or allow for signs to note the direction of and reflect the actual names of the "DeSoto County Veterans Park" and "DeSoto County Visitors Center."
2. Further, the City Governing Authorities request that the DeSoto County Veterans Park and DeSoto County Visitors Center each have their own stand-alone sign on Interstate 55 in accordance and conformity with the MDOT procedures and guidelines.
3. The Mayor and his designees are authorized to take any and all action, to effectuate the intent of this Resolution.

Following the reading of the foregoing resolution, Alderman Payne made the motion to adopt the Resolution 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:

Alderman William Brooks	voted: RECUSED
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES (By Teleconference)
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: ABSENT

RESOLVED AND DONE, this 21st day of November, 2017.

RESOLUTION FOR APPROVING REFUNDING OF A PORTION OF 2010 GO BONDS

Chris Wilson, City Administrator, presented this item to the Board.

Mr. Wilson stated that the current tax bill that is being considered in Congress may eliminate the ability of governmental entities to do advance refundings. Mr. Wilson stated that this is an opportunity for the City to do a refunding in the event that the tax bill includes provision eliminating refunding. This resolution will authorize the City to move forward with the refunding via a private placement with Whitney Bank and allow for the engagement of all professionals for the refunding. The refunding would save the City in excess of the 2% required by Mississippi law. After hearing from Mr. Wilson, the Board of Alderman considered the following resolution:

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "**City**"), took up for consideration the matter of refunding certain prior debt of the City, and after a discussion of the subject matter, Alderperson Payne offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING AND DIRECTING THE ISSUANCE OF NOT TO EXCEED \$3,680,000 CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017 FOR THE PURPOSE OF ADVANCE REFUNDING AND DEFEASING CERTAIN OUTSTANDING DEBT OF THE CITY OF SOUTHAVEN, MISSISSIPPI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID BONDS; AUTHORIZING THE NEGOTIATED SALE AND PRIVATE PLACEMENT OF SAID BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY

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~~OF A PRIVATE PLACEMENT AGREEMENT IN CONNECTION WITH THE SALE OF SAID BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN ESCROW TRUST AGREEMENT IN CONNECTION WITH SAID BONDS AND SAID OUTSTANDING DEBT; AND FOR RELATED PURPOSES.~~

WHEREAS, the Mayor and Board of Aldermen, Mississippi (the "**Governing Body**") of the City of Southaven, Mississippi (the "**City**"), acting for and on behalf of the City, is authorized by Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "**Refinancing Act**"), to issue refunding bonds of the City for the purpose of refinancing outstanding indebtedness of the City at more favorable interest rates, provided, among other things, that such refinancing results in net present value savings to maturity of not less than two percent (2%) of the bonds being refinanced; and

WHEREAS, the City did heretofore issue its \$6,000,000 City of Southaven, Mississippi General Obligation Bonds, Series 2010, dated February 1, 2010 (the "**Series 2010 Bonds**") for the purpose of providing funds for (i) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (iii) construction, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (iv) purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, and other recreational facilities; (v) constructing bridges and culverts, and other related improvements within the City; and (vi) paying the costs of issuance of the Series 2010 Bonds; and

WHEREAS, the sale and issuance of the Series 2010 Bonds was approved by a resolution of the Governing Body adopted on February 2, 2010 ("**Series 2010 Bond Resolution**"); and

WHEREAS, the City is desirous of advance refunding and defeasing a portion of the outstanding Series 2010 Bonds (the "**Refunded Bonds**"); and

WHEREAS, long-term interest rates in the tax-exempt bond market are presently favorable to such a refunding; and

WHEREAS, the Refinancing Act authorizes such refunding bonds to be secured by a pledge of the same source of security, or such other security as the Governing Body may lawfully pledge, or both; and

WHEREAS, pursuant to the Refinancing Act, the Refunded Bonds can be legally or economically defeased; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized under the provisions of the Refinancing Act, to, among other things, issue such refunding bonds in one or more series, provide for the terms and details of such refunding bonds, to sell such refunding bonds at public or private sale (which sale shall be on such terms and in such manner as the Governing Body shall determine to be in the City's best interest), to make arrangements for the retirement of the Refunded Bonds and to make all other arrangements relating to such refunding bonds subject to the requirements of the Refinancing Act; and

WHEREAS, the Governing Body, acting for and on behalf of the City, has determined that such advance refunding and defeasance would be in the financial best interest of the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, has determined that it is necessary and advisable to issue not to exceed \$3,680,000 City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2017 (the "**Bonds**") for the purpose of advance refunding and defeasing the Refunded Bonds; and

WHEREAS, the Governing Body has determined that the sale of the Bonds through private sale will provide the Governing Body with the greatest degree of flexibility in the marketing of the Bonds and will ensure the most favorable long term interest rates and will thereby maximize the interest savings for the City; and

WHEREAS, the Bonds shall be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; and

WHEREAS, the Bonds will be placed with Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, as purchaser of the Bonds (the "**Purchaser**") pursuant to the terms and provisions of a Private Placement Agreement (the "**Private Placement**"); and

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Agreement"), by and between Raymond James & Associates, Inc., Memphis, Tennessee as placement agent (the "**Placement Agent**"), and the City; and

WHEREAS, there have been submitted to this meeting forms of:

(a) the Private Placement Agreement providing for the terms and conditions of the sale of the Bonds, and

(b) an escrow trust agreement (the "**Escrow Agreement**"), by and between the City and Whitney Bank, doing business as Hancock Bank, as escrow agent (the "**Escrow Agent**"), providing for the payment and redemption of the Refunded Bonds; and

WHEREAS, it appears that each of the documents above referred to, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, all conditions, acts and things required by the Refinancing Act and the Constitution and laws of the State of Mississippi (the "**State**") to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this resolution, the sale and issuance of the Bonds, and the execution and delivery of the Private Placement Agreement and the Escrow Agreement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the Governing Body should take all such additional actions, authorize the execution of such documents and certificates and authorize such other actions and proceedings as shall be necessary in connection with the sale and issuance of the Bonds and the refunding of the Refunded Bonds; and

WHEREAS, the issuance of the Bonds does not exceed any statutory or constitutional limitation upon indebtedness which may be incurred by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Refinancing Act and other applicable laws of the State.

SECTION 2. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"**Agent**" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, which shall be a bank or banks designated by the Governing Body unless otherwise provided herein.

"**Authorized Officer**" shall mean the Mayor, the Clerk, the President of the Governing Body and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"**Bond**" or "**Bonds**" shall mean the not to exceed \$3,680,000 General Obligation Refunding Bonds, Series 2017 of the City authorized and directed to be issued by this resolution.

"**Bond Counsel**" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"**Bond Fund**" shall mean the fund by that name established pursuant to Section 17.

"**City**" shall mean the City of Southaven, Mississippi.

"**City Counsel**" shall mean Butler Snow LLP, Southaven, Mississippi.

"**Clerk**" shall mean the City Clerk of the City.

"**Commitment**" shall mean the commitment of the Purchaser to purchase the Bonds dated _____, 2017.

"**Escrow Agent**" shall mean any bank, trust company or other institution designated by the Governing Body unless otherwise provided herein, and shall initially be Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi.

"**Escrow Agreement**" shall mean the Escrow Trust Agreement, by and between the City and the Escrow Agent providing for the payment and redemption of a portion of the Refunded Bonds, a copy of which is attached hereto as Exhibit B.

"**Governing Body**" shall mean the Mayor and Board of Aldermen of the City.

"**Mayor**" shall mean the Mayor of the City.

"**Municipal Advisor**" shall mean Government Consultants Inc., Madison, Mississippi.

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"Paying Agent" shall mean any bank, trust company or other institution designated by the Governing Body, unless otherwise provided herein, for the payment of the principal of and interest on the Bonds. Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, shall serve as the initial Paying Agent for the Bonds.

"Person" shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Placement Agent" shall mean Raymond James & Associates, Inc., Memphis, Tennessee.

"Private Placement Agreement" shall mean the Private Placement Agreement by and between the City and the Placement Agent providing for the sale of the Bonds, a copy of which is attached hereto as Exhibit A.

"Purchaser" shall mean Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, as purchaser of the Bonds.

"Refinancing Act" shall mean Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented.

"Refunded Bonds" shall mean a portion of the outstanding maturities of the Series 2010 Bonds.

"Registered Owner" or **"Registered Owners"** shall mean the Person whose name shall appear in the Registration Records.

"Registration Records" shall mean the records maintained by the Transfer Agent on behalf of the City for the registration and transfer of the Bonds.

"Transfer Agent" shall mean any bank, trust company or other institution designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, shall serve as the initial Transfer Agent for the Bonds.

"Series 2010 Bonds" shall mean the \$6,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2010, dated February 1, 2010.

"Series 2010 Bond Resolution" shall mean a resolution of the Governing Body adopted on February 2, 2010, directing the sale and issuance of the Series 2010 Bonds.

SECTION 3. Proceeding under the authority of the Refinancing Act, there shall be and there are hereby authorized and directed to be issued the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2017 in an aggregate principal amount of not to exceed Three Million Six Hundred Eight Thousand Dollars (\$3,680,000). The Bonds are being issued for the purpose of financing the advance refunding and defeasance of a portion of the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds.

SECTION 4. The Governing Body hereby finds and determines that (a) the Refinancing Act provides that the Bonds may be secured by a pledge of the same source of security as the Refunded Bonds, or such other security as the Governing Body may lawfully pledge, or both; (b) the net proceeds of the Bonds shall be applied to the refunding and redemption of the Refunded Bonds and the payment of the costs of issuance related to the Bonds; (c) the Bonds shall not be issued unless all of the requirements of the Refinancing Act and other applicable laws of the State are met, including without limitation, the requirement of at least a two percent (2%) net present value savings for the Refunded Bonds; (d) the Bonds shall be general obligations of the City and the full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on the Bonds; (e) the aggregate principal amount of the Bonds shall not exceed Three Million Six Hundred Eight Thousand Dollars (\$3,680,000); and (f) the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Refinancing Act.

SECTION 5. Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Purchaser at private sale pursuant to the terms and provisions of the Private Placement Agreement. The Municipal Advisor, the Mayor and the Clerk, acting for and on behalf of the City, are hereby authorized and directed to negotiate with the Placement Agent for the sale of the Bonds and to make the final decisions regarding the aggregate principal amount of the Bonds and the Refunded Bonds to be redeemed and defeased, and to make all final determinations necessary to structure the Bonds.

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SECTION 6. (a) ~~In consideration of the purchase and acceptance of any and all of~~ the Bonds by the Registered Owners thereof, this resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

(b) The Bonds shall be general obligations of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. For the purposes of effectuating and providing for the payment of the principal of and interest on the Bonds, as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of this resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 6(b), such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 7. (a) The Bonds shall be dated the date of their delivery and shall bear interest from said date, payable on February 1 and August 1, commencing February 1, 2018, at the rates per annum set forth in the Commitment and to be set forth in the Private Placement Agreement; provided, however, that the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Refinancing Act, and the Bonds shall mature no later than February 1, 2030, in the years and in the principal amounts to be set forth in the Private Placement Agreement. Interest on the Bonds will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

(b) The Bonds shall be initially issued as fully registered bonds in the denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and shall be numbered separately from R-1 upwards without regard to maturity.

(c) The principal of said Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due to the Paying Agent. Interest will be payable by check or draft drawn upon the Paying Agent, made payable to the Registered Owner named in the Registration Records, and mailed to the address of the Registered Owner as it shall appear on the Registration Records.

(d) The Bonds will be subject to redemption prior to their respective maturities, at the option of the City, on any date, either in whole or in part, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

(e) The Bonds may be subject to mandatory sinking fund redemption, in part, prior to maturity, on each February 1 in the principal amount for each year together with accrued interest to the date of redemption, as set forth in the Private Placement Agreement.

(f) Notice of a call for redemption, other than mandatory sinking fund redemption, shall be mailed, postage prepaid, not less than five (5) days prior to the redemption date, to all registered owners of the Bonds to be redeemed at their addresses on the registration records of the City maintained by the Paying Agent.

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SECTION 8. The Private Placement Agreement, in the form submitted to this meeting and attached hereto as ~~EXHIBIT A~~, shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver the Private Placement Agreement with such changes, insertions and revisions therein as such officers, as representatives of the Governing Body, may in their opinions determine to be required, said execution being conclusive evidence of such approval.

SECTION 9. The Escrow Agreement, in the form submitted to this meeting and attached hereto as **EXHIBIT B**, shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and revisions therein as such officers, as representatives of the Governing Body, may, in their opinions, determine to be required, said execution being conclusive evidence of such approval.

SECTION 10. Pursuant to the authority granted by the Refinancing Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "**Registered Bond Act**"), the Bonds shall be executed by the manual or facsimile signature of the Mayor and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk, and the Bonds shall be authenticated by the Agent. The Agent shall authenticate each Bond by executing the Agent's certificate thereon, and no Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on each Bond, shall be executed by the Clerk and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of this resolution and the Private Placement Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel. Prior to or simultaneously with the delivery by the Agent of any of the Bonds, the City shall file with the Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the City in connection with the authorization, sale, issuance and validation of the Bonds; and (b) an authorization to the Agent, signed by the Mayor and/or the Clerk, to authenticate and deliver the Bonds to the Placement Agent. The Agent is authorized and directed to authenticate the Bonds and deliver them to the Placement Agent upon payment of the purchase price of the Bonds to the City in accordance with this resolution and the Private Placement Agreement. Certificates, blank as to denomination, rate of interest and date of maturity and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs of the Bonds, shall be printed and delivered to the Agent, and held by the Agent until needed for transfer or reissuance, whereupon the Agent shall imprint the appropriate information as to denomination, rate of interest and date of maturity prior to the registration, authentication and delivery thereof to the transferee holder. The Agent is hereby authorized upon the approval of the City to have printed from time to time as necessary additional certificates bearing the facsimile seal of the City and facsimile signatures of the Persons who were the officials of the City as of the date of original issue of the Bonds. When the Bonds shall have been executed as herein provided, they shall be registered as an obligation of the City in the Registration Records for that purpose. The Clerk shall cause to be imprinted upon each Bond, over her facsimile signature and facsimile seal, a certificate certifying that the Bonds have been validated which certificate shall be in substantially the form set out in Section 11.

SECTION 11. The form of the Bonds, the certificate to appear on the Bonds and the Agent's Certificate shall be in substantially the following form and the Mayor be and is hereby authorized and directed to make such changes, insertions and omissions therein as may in his opinion be required:

[BOND FORM]

**THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER
OF THIS BOND IS SUBJECT TO THE RESTRICTIONS IMPOSED
THEREON BY THE WITHIN MENTIONED RESOLUTION**

Minutes, City of Southaven, Southaven, Mississippi

Number R-

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UNITED STATES OF AMERICA

CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017

INTEREST RATE	MATURITY DATE	DATED DATE
2.300%	February 1, 2030	December 19, 2017

REGISTERED OWNER: Whitney Bank, d/b/a Hancock Bank

PRINCIPAL SUM:

CITY OF SOUTHAVEN, MISSISSIPPI (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), hereby acknowledges itself indebted and for value received hereby promises to pay to the registered owner named above or registered assigns, on the maturity date stated above, upon presentation and surrender of this Bond at the corporate trust office of Whitney Bank, doing business as Hancock Bank (such bank and any successor thereto hereinafter called collectively, the "Paying and Transfer Agent"), in Jackson, Mississippi, the principal sum stated hereon in lawful money of the United States of America, and to pay to the registered owner hereof or registered assigns interest on such principal sum, in like money, from the dated date of this Bond until the maturity date hereof, at the interest rate per annum stated hereon, payable on the first day of February and August of each year, commencing February 1, 2018, by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration records kept and maintained by the Paying and Transfer Agent as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date.

For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith, credit and resources of the City are irrevocably pledged. The Bonds (as hereinafter defined) are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The City will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Resolution, as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Resolution.

This Bond is one of an authorized issue of General Obligation Refunding Bonds, Series 2017 of like date, tenor and effect, except as to rate of interest and date of maturity, aggregating the principal sum of _____ (\$ _____) (the "Bonds") issued by the City pursuant to and in conformity with the Constitution and laws of the State, including, among others, Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Act"), and pursuant to a resolution duly adopted by the Mayor and Board of Aldermen of the City on November 21, 2017 (the "Resolution"), for the purpose of (a) advance refunding and defeasing a portion of the outstanding \$6,000,000 City of Southaven, Mississippi General Obligation Bonds, Series

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2010, dated February 1, 2010; and (b) paying the costs incident to the sale and issuance of the Bonds. Reference is hereby made to the Resolution, copies of which are on file at

the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk of the City (the "**Clerk**"), to all of the provisions of which the Registered Owner hereof assents by acceptance of this Bond.

This Bond is transferable only upon the records kept for that purpose at the corporate trust office of the Paying and Transfer Agent, upon surrender at said office, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent duly executed by the registered owner or his authorized attorney, and thereupon a new Bond or Bonds of like maturity, interest rate and aggregate principal amount shall be issued to the transferee. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations. Bonds are issuable in the authorized denominations of \$100,000 and integral multiples of \$1,000 in excess thereof. The issuance, transfer, exchange and replacement of the Bonds of this issue and other similar matters are governed by conditions on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the Clerk.

The Bonds will be subject to redemption prior to their respective maturities, at the option of the City, on any date, either in whole or in part, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

[The Bonds maturing on February 1, 2030 are subject to mandatory sinking fund redemption, in part, prior to maturity, on each February 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$ _____
Term Bond

Date	Principal Amount
------	------------------

* Final Maturity.]

Notice of a call for redemption, other than mandatory sinking fund redemption, shall be mailed, postage prepaid, not less than five (5) days prior to the redemption date, to all registered owners of the Bonds to be redeemed at their addresses on the registration records of the City maintained by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and to be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Paying and Transfer Agent of the Paying and Transfer Agent's Certificate hereon.

The City and the Paying and Transfer Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the City of Southaven, Mississippi, acting by and through its Mayor and Board of Aldermen, has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, and has caused the official seal of the

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City to be affixed hereto, attested by the manual or facsimile signature of the City Clerk of
the City.
(SEAL)

CITY OF SOUTHAVEN, MISSISSIPPI

PAYING AND TRANSFER AGENT'S CERTIFICATE

This Bond is one of the Bonds of the above-designated issue of Bonds delivered in accordance with the terms of the within mentioned Resolution.

**WHITNEY BANK D/B/A HANCOCK BANK,
as Paying and Transfer Agent**

By _____
Authorized Signature

Date of Registration and Authentication: December 19, 2017

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI)

) ss:

COUNTY OF DESOTO)

I, Andrea Mullen, City Clerk of the City of Southaven, Mississippi, do hereby certify that the issuance of the Bonds of which the within Bond is one has been validated and confirmed by decree of the Chancery Court of DeSoto County, Mississippi, rendered on the ____ day of _____, 2017 pursuant to the Act and that the within Bond has been registered in the registration records kept and maintained for that purpose.

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as registrar and transfer agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

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Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

[END OF BOND FORM]

SECTION 12. The Governing Body hereby adopts, pursuant to the authority granted by the Refinancing Act and the Registered Bond Act, the following conditions (the "**Conditions**") which are to apply to the transfer, exchange and replacement of the Bonds, and other similar matters.

CONDITIONS AS TO THE ISSUANCE, TRANSFER, EXCHANGE AND REPLACEMENT OF THE BONDS

"**Agent**" as used in these Conditions means, as to Bonds designated herein, the bank or banks designated by action of the Governing Body as the Paying Agent and the Transfer Agent with respect to the Bonds and whose duties and responsibilities shall be as further limited or set forth in the form of Bonds and this resolution.

The principal of all Bonds shall be payable at the corporate trust office of the Agent, and payment of the interest on each Bond shall be made by the Agent on each interest payment date to the Person appearing on the Registration Records as the Registered Owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, by check or draft mailed to such Registered Owner at his address as it appears on such Registration Records. Payment of the principal of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Bonds, upon surrender thereof at said corporate trust office of the Agent with a written instrument of transfer satisfactory to the Agent duly executed by the Registered Owner or his authorized attorney, may be exchanged for Bonds of like series, maturity and interest rate of any other authorized denominations. Each such Bond shall be dated as of the date six (6) months preceding the interest payment date thereon next following the date of delivery of such Bond in registered form, unless such date of delivery shall be an interest payment date in which case it shall be dated as of such date of delivery, and every such Bond in registered form shall bear interest from its date.

So long as the Bonds shall remain outstanding, the City shall cause the Agent to maintain and keep, at its corporate trust office, Registration Records for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at such corporate trust office, the City shall cause the Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Agent may prescribe, any Bond. So long as any of the Bonds remain outstanding, the City shall make all necessary provisions to permit the exchange of Bonds at the corporate trust office of the Agent.

All Bonds shall be transferable, only upon the Registration Records which shall be kept for that purpose at the corporate trust office of the Agent for the City, by the Registered Owner thereof in Person or his authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Agent, duly executed by the Registered Owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Bond or Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Bond or

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~~Bonds surrendered. Bonds issued in connection with transfers shall be dated in the same manner provided above for the dating of Bonds issued in connection with exchanges.~~

Neither the City nor the Agent shall be required (a) to exchange or transfer Bonds for a period of fifteen (15) days next preceding an interest payment date on the Bonds or next preceding any selection of Bonds to be redeemed or thereafter until the first mailing of any notice of redemption, or (b) to transfer or exchange any Bond called for redemption.

All Bonds surrendered in any exchanges or transfers shall forthwith be canceled by the Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of any Bond, whether upon original issuance, transfer, exchange or replacement, the Agent shall manually execute the certificate of authentication provided thereon. No Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Agent. Such certificate of the Agent upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered.

Bonds bearing the facsimile signature of any Person who shall have been the Mayor or Clerk at the time such Bonds were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Bonds or was not such officer at the date of such Bonds.

Except as otherwise required by law, if (a) any mutilated Bond is surrendered to the Agent at its corporate trust office, or the Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond and (b) there is delivered to the Agent such security and/or indemnity as may be required by it to save harmless the City and the Agent, and as otherwise required by law, then, in the absence of notice to the Agent that such Bond has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State, the Agent shall authenticate and deliver, in exchange for any such mutilated Bond, or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Agent shall thereupon cancel any Bond so surrendered.

In case any mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Agent in its discretion may, instead of issuing a new Bond, pay such Bond.

Each new Bond issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Bond shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Bonds duly issued. All Bonds shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

Notwithstanding the foregoing provisions of these Conditions, no Bonds shall be exchanged for other Bonds or be registered or transferred or issued or delivered by or on behalf of the City or the Agent pursuant to this Section at the request of a holder or owner of a Bond, except upon payment to the Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and the Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Agent may treat and consider the Person in whose name any Bond shall be registered upon the Registration Records as herein provided as the holder and absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Bond shall be made only to, or upon the order of, such Registered Owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Agent shall be affected by any notice to the contrary.

SECTION 13. (a) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Agent the Registration Records for the registration and transfer of the Bonds. The Agent is hereby appointed registrar for the Bonds, and the Agent shall register

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~~in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.~~

(b) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(c) (1) An Agent may at any time resign and be discharged of its duties and obligations as Agent, by giving at least sixty (60) days written notice to the City, and may be removed as Agent at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to such resolution.

(2) Upon receiving notice of the resignation of the Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(3) In the event of a change of an Agent, the predecessor Agent shall cease to be custodian of any funds held pursuant to this resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, the Registration Records, lists of holders of the Bonds and all other records, documents and instruments relating to its duties as such Agent.

(4) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and be subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(7) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(8) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this resolution.

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(d) ~~Any corporation or association into which an Agent may be converted or merged~~ or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 13(c)(4) hereof.

SECTION 14. The Bonds shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall thereafter be delivered to the Purchaser.

SECTION 15. If (a) the City shall pay or cause to be paid to the owners of the Bonds the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees and expenses of the Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Bonds and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder. If the City shall pay or cause to be paid to the owners of outstanding Bonds of a particular maturity, the principal of, and interest to become due thereon at the times and in the manner stipulated

therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

All Bonds for the payment of which sufficient monies, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("**Government Obligations**"), or (b) certificates of deposit or other securities fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any Person claiming through the custodian or to whom the custodian may be obligated, or (d) municipal obligations, the payment of the principal of, interest and premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and on such municipal obligations (all of which collectively, with Government Obligations, are hereinafter called "**Defeasance Securities**"), shall have been deposited with an escrow agent appointed for the purpose in trust for the owners thereof, which may be the Agent, (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to have been paid within the meaning of this Section, shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder and the Registered Owners shall have no rights in respect thereof except to receive payment of principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities will be considered sufficient if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on the Bonds. For the purpose of this Section, Defeasance Securities shall mean and include only (a) such Defeasance Securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or (b) Defeasance Securities which, if subject to redemption shall, nevertheless, in all events, regardless of when redeemed, provide sufficient and timely funds for payment of the principal of and interest on the Bonds to be paid thereby.

SECTION 16. As authorized by the Refinancing Act, the Bonds shall be submitted for validation in the Chancery Court of DeSoto County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and

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supplemented from time to time, and to that end a certified transcript of all proceedings and other documents relating to the sale and issuance of the Bonds forthwith shall be prepared and forwarded to the State's Bond Attorney by Bond Counsel and the Clerk.

SECTION 17. (a) The City shall maintain with a qualified depository thereof the Bond Fund in its name for the payment of the principal of and interest on the Bonds and the payment of the Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

- (1) the accrued interest and the premium, if any, as directed by the Mayor or the Clerk, received upon delivery of the Bonds;
- (2) the avails of any of the ad valorem taxes levied and collected pursuant to Section 6 hereof;
- (3) any income received from investment of monies in the Bond Fund; and
- (4) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body in its discretion, may direct to be deposited into the Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Agent in time to reach said Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 18. The principal proceeds received upon the sale of the Bonds shall be deposited with the Escrow Agent in the Escrow Account and the Cost of Issuance Account (as such terms are defined in the Escrow Agreement) created pursuant to the Escrow Agreement. A portion of the proceeds of the Bonds shall be deposited in the Cost of Issuance Account and used by the Escrow Agent to pay all legal fees and expenses including those of Bond Counsel and City Counsel, Placement Agent fees, Municipal Advisor fees, Agent fees and expenses, Escrow Agent fees and verification fees, expenses, premiums, commissions and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. The balance of the proceeds of the Bonds shall be deposited into the Escrow Account and used by the Escrow Agent as provided in the Escrow Agreement for the payment of the principal and interest on the Refunded Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on the Refunded Bonds. The Escrow Agent is hereby authorized to pay costs of issuance expenses on the closing date for the Bonds from the proceeds of the Bonds deposited with the Escrow Agent under the Escrow Agreement in the Cost of Issuance Account for the costs of issuance of said Bonds; provided, however, total costs of issuance for said Bonds shall not exceed 5% of the par amount of the Bonds. The Mayor or Clerk or any Authorized Officer are authorized to sign requisitions for the payment of costs of issuance for the Bonds.

SECTION 19. The Governing Body, acting for and on behalf of the City, hereby irrevocably elects and directs that the Refunded Bonds selected for refunding shall be redeemed on such date as may be determined by the Municipal Advisor, the Mayor and the Clerk, to be in the best interest of the City and that is in compliance with the terms and provisions of the Series 2010 Bond Resolution. The Mayor, the Clerk or an Authorized Officer of the City are hereby authorized and directed to notify Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, as paying agent for the Series 2010 Bonds (the "**2010 Paying Agent**") and as set forth in the Series 2010 Bond Resolution, of the refunding of the Refunded Bonds and the 2010 Paying Agent for the Series 2010 Bonds is hereby authorized and directed to provide notice of the defeasance and the redemption of the Refunded Bonds, as appropriate, to the holders of such Refunded Bonds pursuant to the terms and provisions of the Series 2010 Bond Resolution and the Escrow Agreement.

SECTION 20. The City covenants to comply with each requirement of the Internal Revenue Code of 1986, as amended (the "**Code**"), necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate to be executed and delivered concurrently with the issuance of the Bonds,

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~~or such other covenants as may from time to time be required to be complied with in order to~~ maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, bonds or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 21. The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code. The City (including any subordinate entity or entities issuing tax exempt obligations on behalf of the City within the meaning of Section 265(b)(3) of the Code) has not issued, and does not reasonably expect to issue, tax exempt obligations within calendar year 2017 which, together with the Bonds, will exceed \$10,000,000.

SECTION 22. The Arbitrage Group, Inc. is hereby selected to serve as verification agent (the "**Verification Agent**") in connection with the Bonds and the Refunded Bonds. The Verification Agent will verify the arithmetical accuracy of certain computations prepared by the Placement Agent which show the present value difference between the debt service on the Bonds and the debt service on the Refunded Bonds.

SECTION 23. Under the Series 2010 Bond Resolution and the Refinancing Act, upon the issuance of the Bonds, the Refunded Bonds selected for refunding and defeasance will be legally and economically defeased.

SECTION 24. Each member of the Governing Body, including the Mayor, the Clerk and an Authorized Officer, are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bonds.

SECTION 25. Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, is hereby selected as Paying Agent and Transfer Agent in connection with the Bonds.

SECTION 26. Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, is hereby selected as Escrow Agent under the Escrow Agreement in connection with the Bonds and the Refunded Bonds.

SECTION 27. The Governing Body hereby authorizes the Escrow Agent to make the initial and final application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for SLGS, if such application is deemed necessary in connection with the refinancing of the Refunded Bonds. In the event the purchase of SLUGS is unavailable or the purchase of open markets is more beneficial to the City, the City authorizes the purchase of open market securities in connection with the investment requirements under the terms and conditions of the Escrow Agreement, and authorizes the Mayor, the Clerk and an Authorized Officer of the City to execute any documents necessary and related to the purchase of open market securities, including engaging an escrow bidding agent in connection with the Refunded Bonds and to execute all necessary documents in connection therewith, if such agreement is deemed necessary in connection with refinancing the Refunded Bonds.

SECTION 28. Butler Snow is hereby authorized to serve as Bond Counsel. The Engagement Letter, in the form submitted to this meeting and attached hereto as **EXHIBIT C**, shall be, and the same hereby is, approved in substantially said form. The Mayor and Clerk and any other Authorized Officer of the City are hereby authorized and directed to execute and deliver the Engagement Letter with such changes, insertions and revisions therein as such officers, as representatives of the Governing Body, may, in their opinions, determine to be required, said execution being conclusive evidence of such approval.

SECTION 29. Raymond James & Associates, Inc., Memphis, Tennessee, is hereby selected as Placement Agent in connection with the placement of the Bonds. The City is hereby requested to execute the attached G-17 letter (the "**G-17 Letter**"), attached hereto as **EXHIBIT D**. The Mayor and Clerk and any other Authorized Officer of the City hereby authorized to execute said G-17 Letter.

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~~SECTION 30. Government Consultants, Inc., Madison, Mississippi, is hereby authorized to serve as Independent Registered Municipal Advisor to the City. The City is hereby requested to execute the attached Independent Registered Municipal Advisor (IRMA) Representation letter (the "M/A IRMA Letter"), attached hereto as EXHIBIT E. The Mayor and Clerk and any other Authorized Officer of the City are hereby authorized to execute said M/A IRMA Letter.~~

SECTION 31. The Clerk is hereby directed to forward a certified copy of this resolution to 2010 Paying Agent for the Series 2010 Bonds, and to provide notice in the form as attached hereto as **EXHIBIT F**.

SECTION 32. The Governing Body recognizes and acknowledges that due to uncertain conditions in the municipal bond marketplace from time to time, that it may or may not be determined to be advisable to refund any, all or a portion of the Refunded Bonds at any given time. Therefore the Governing Body does hereby grant authority to the Mayor, the Clerk, the Municipal Advisor and Bond Counsel to provide for the final selection and approval of the obligations, amounts, and maturities of the Refunded Bonds to be refunded with the Bonds.

SECTION 33. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any Person or firm or corporation other than the City, the Registered Owners under the provisions of this resolution, the Governing Body and the Agent any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds.

SECTION 34. Each of the following constitutes an event of default under this Bond Resolution:

- (1) failure by the City to pay any installment of principal or interest on any Bond at the time required;
- (2) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or
- (3) an Act of Bankruptcy occurs.

SECTION 35. All covenants, stipulations, obligations and agreements of the City contained in this resolution, shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and all duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 36. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein

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~~SECTION 37. All orders, resolutions or proceedings of the Governing Body in conflict~~
with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Aldersperson Brooks seconded the motion to adopt the 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 Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher (By Teleconference)	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: ABSENT

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this the 21st day of November, 2017.

EXHIBIT A

PRIVATE PLACEMENT AGREEMENT

EXHIBIT B

ESCROW TRUST AGREEMENT

EXHIBIT C

BOND COUNSEL ENGAGEMENT LETTER

EXHIBIT D

PLACEMENT AGENT LETTER

EXHIBIT E

MUNICIPAL ADVISOR LETTER

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EXHIBIT F FORM OF NOTICE

WRITTEN direction TO REDEEM REFUNDED BONDS

December 19, 2017

Whitney Bank, doing business as
Hancock Bank, as Paying and Transfer Agent
Jackson, Mississippi

Re: \$6,000,000 (original principal amount) City of Southaven, Mississippi General
Obligation Bonds, Series 2010, dated February 1, 2010 (the "**Series 2010 Bonds**")

Ladies and Gentlemen:

Pursuant to a resolution of the Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "**City**"), adopted on November 21, 2017, the City hereby directs that the Series 2010 Bonds described in Schedule I hereto (the "**Refunded Bonds**") be redeemed on February 1, 2020 (the "**Redemption Date**") at the redemption price of 100% of the principal amount of the Refunded Bonds, plus accrued interest thereon to the Redemption Date (the "**Redemption Price**"), and that appropriate notice of such redemption be timely given.

The City acknowledges that the redemption of the Refunded Bonds is expressly conditioned upon the deposit with you on or before the Redemption Date of an amount sufficient to pay the Redemption Price.

Sincerely,

CITY OF SOUTHAVEN, MISSISSIPPI

By _____
Mayor

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SCHEDULE I

REFUNDED BONDS

\$6,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2010, dated February 1, 2010

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
February 1, 2022	3.375%	\$310,000	February 1, 2020	100%
February 1, 2023	3.500	325,000	February 1, 2020	100
February 1, 2024	3.500	340,000	February 1, 2020	100
February 1, 2025	3.500	355,000	February 1, 2020	100
February 1, 2026	3.625	370,000	February 1, 2020	100
February 1, 2027	3.625	385,000	February 1, 2020	100
February 1, 2028	3.750	405,000	February 1, 2020	100
February 1, 2029	3.750	420,000	February 1, 2020	100
February 1, 2030	4.000	440,000	February 1, 2020	100

PLANNING AGENDA:

Planning Agenda presented by Whitney Choat-Cook, Director of Planning & Development.

Item #1 Award Recommendation for Comprehensive Plan to Bridge & Watson, LLC

Mrs. Choat-Cook stated that she received several different proposals for the Southaven 20-year comprehensive plan and it is her recommendation to approve Bridge & Watson, LLC as the selected firm. The cost is not to exceed \$120,000 which is less than the budgeted amount. Mrs. Choat-Cook stated that her office would like to begin work on January 1, 2018 with an estimated completion time between 18-24 months. Nick Manley, City Attorney, requested an engagement letter outlining the services for the December 5th meeting to put into the official minutes. Alderman Brooks made the motion to award the comprehensive plan to Bridge & Watson, LLC. Motion was seconded by Alderman Wheeler.

Roll call was as follows:

ALDERMAN

VOTED

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Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES (By Teleconference)
Alderman Wheeler	YES
Alderman Flores	ABSENT

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 21st day of November, 2017.

A copy of the Planning Department recommendation letter and Bridge & Watson RFP response letter is attached to these minutes.

MAYOR'S REPORT

Small Business Saturday

Mayor Musselwhite declared Saturday, November 25, 2017 as Small Business Saturday.

CITIZEN'S AGENDA

No Citizen's Agenda

PERSONNEL DOCKET

Personnel Docket

November 21, 2017

Payroll Additions

Name	Position	Department	Start Date	Rate of Pay
Frankie Evans	Tractor Operator	Public Works	TBD	\$15.00
James Vickery	PT- Crossing Guard	Police	11/17/2017	\$9.00
Travis A. Wright	Building Inspector II	Planning	TBD	\$45,000.00 Annually

*pending successful completion of pre-emp screenings

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
William Boliek	Police Office II	Police Office III	11/27/2017	\$21.10
Rou Hurst	Police Office II	Police Office III	11/27/2017	\$21.10
Terrence L. Jones	Fire Fighter II	Fire Fighter III	11/16/2017	\$15.12
Tom Long Jr.	Police Office II	Police Office III	11/27/2017	\$21.10
Samuel Maze	Police Office II	Police Office III	11/27/2017	\$21.10
Sara Tippitt	Dispatch Shift Supervisor	(Training Stipend)	11/22/2018	600 yty

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Terminations/Resignations

Name	Department	Position	Termination Date	Rate of Pay
Justice Shipp	Fire	EMT/Paramedic	11/29/2017	\$17.51
Roger Thornton	Fire	Fire Chief	01/19/2017	\$85,800.00

Alderman Brooks made the motion to approve the Personnel Docket of November 21, 2017 as presented to this Board. Motion was seconded by Alderman Payne. The motion was put to vote and passed unanimously.

CITY ATTORNEY'S LEGAL UPDATE

Mr. Manley stated that when the judges were appointed in July, the Board of Alderman gave them authority under MS Code 21-23-11 to appoint deputy court clerks to assist the Court Clerk. Mr. Manley stated that Judge Neyman appointed the following dispatchers as deputy court clerks on November 17, 2017:

Zack Edmonds
Kristen Parrott
Pamela Pope
James White

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of November 21, 2017 in the amount of \$1,561,946.94. Motion was seconded by Alderman Hale.

Excluding voucher numbers:

291359, 291372, 291373, 291522, 291852, 291931, 291994, 292020, 292090, 292164, 292175, 292176

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES (By Teleconference)
Alderman Wheeler	YES
Alderman Flores	ABSENT

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 21st day of November, 2017.

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EXECUTIVE SESSION

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

A motion was made by Alderman Payne to authorize Mayor Musselwhite to draft an RFP for a possible lease of the amphitheater under 57-7-1. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously with Alderman Flores being absent.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Kelly to adjourn. Motion was seconded by Alderman Hale. Motion was put to a vote and passed unanimously, November 21, 2017 at 8:40 p.m.

Darren Musselwhite,
Mayor

Andrea Mullen,
City Clerk
(Seal)

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN

Top of Mississippi

8710 Northwest Drive
Southaven, MS 38671



Phone: 662.393.6939
Fax: 662.393.7294

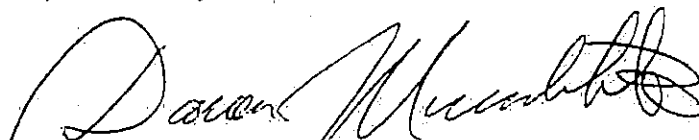
NOTICE OF SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

In accordance with Mississippi Code Annotated §21-3-21, notice is hereby given that a Special Meeting of the Mayor and Board of Aldermen of the City of Southaven shall be held on Wednesday, the 29th day of November, 2017 at 8:30 AM in the Boardroom of Southaven City Hall, located at 8710 Northwest Drive, Southaven, Mississippi.

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

1. Executive Session: Potential Lease of City Property
2. Authorization to Advertise BankPlus Amphitheater Concert Promotions RFP

This Special Meeting of the Mayor and Board of Aldermen is hereby called by the Mayor, Darren Musselwhite, on this, the 28th day of November, 2017:


Darren Musselwhite, Mayor

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MINUTES OF THE SPECIAL CALLED MEETING OF November 29, 2017 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 a Special Session on the 29th day of November, 2017 at nine-thirty o'clock (8:30) a.m. at City Hall.

Present were:

William Brooks	Alderman At Large
Kristian Kelly	Alderman, Ward 1
George Payne	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
John Wheeler	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Absent were:

Ronnie Hale	Alderman, Ward 2
-------------	------------------

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

EXECUTIVE SESSION

A motion was made by Alderman Flores to move for a closed determination of the issue on whether or not to declare an Executive Session. Motion was put to vote and passed unanimously. Alderman Brooks made the motion to go into Executive Session for the purpose of discussing potential lease of city property. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously with Alderman Hale being absent.

The Mayor and Board discussed issues regarding the potential lease of the BankPlus Amphitheater. No action was taken.

A motion was made by Alderman Brooks to end executive session and re-open the meeting. The motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

AUTHORIZATION TO ADVERTISE BANK PLUS AMPHITHEATER CONCERT PROMOTER RFP

Alderman Flores made the motion to authorize Mayor Musselwhite to advertise the Request For Proposal. Motion was seconded by Alderman Kelly.

Roll call was as follows:

ALDERMAN

VOTED

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Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	ABSENT
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 21st day of November, 2017.

NOTICE OF CITY OF SOUTHAVEN REQUEST FOR PROPOSALS

The Mayor and Board of Aldermen of the City of Southaven, Mississippi are now accepting proposals on the following:

BankPlus Amphitheater Concert Promoter

The Request for Proposals shall be obtained from Southaven City Hall, 8710 Northwest Dr., Southaven, MS 38671 (662-280-2489) or via email at cityclerk@southaven.org from the City Clerk's Office.

All proposals must be signed and emailed or mailed to the City Clerk's Office by proposer, clearly labeling the **date the proposal is to be opened** and **titled: "BANKPLUS AMPHITHEATER CONCERT PROMOTER"**

All proposals must be received by the City Clerk via email or at City Hall no later than **10 a.m. Friday, December 15, 2017** and will be opened thereafter at Southaven City Hall, 8710 Northwest Drive, Southaven, MS 38671. Late Proposals shall not be opened or considered.

This Request for Proposals does not commit the City to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. The proposer shall not have the right to schedule a concert until a final contract has been approved by the City Board. The City reserves the right to waive irregularities, accept or reject any or all proposals or portion of a proposal received as a result of this request, negotiate with all qualified proposers, or to cancel all or part of the RFP. The City reserves the right to contract with multiple proposers. As part of a potential contract, the City will have use of the BankPlus Amphitheater for certain City sponsored events, such as City Springfest Event, July 4 Celebration, City Easter Egg Hunt, Dizzy Dean World Series Ceremonies, City Halloween Trunk or Treat Event, and Christmas in the Park. As part of a potential contract, the proposer will also agree to certain terms as required by the BankPlus naming agreement, such as providing certain amount of tickets

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for sale to BankPlus, not allowing any competitors advertising at the BankPlus Amphitheater, and referring to the venue as the BankPlus Amphitheater. The proposer will agree to indemnification of the City and City review and approval of all concerts.

Witness my signature this the 29th day of November, 2017.

Andrea Mullen,
City Clerk
City of Southaven

PUBLICATION DATES: November 30, 2017, December 7, 2017 and December 14, 2017.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Flores to adjourn. Motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously, November 29, 2017 at 8:52 a.m.

Darren Musselwhite,
Mayor

Andrea Mullen,
City Clerk
(Seal)

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CITY OF SOUTHAVEN RESOLUTION FOR ONE PERCENT RESTAURANT TAX

The Mayor and Board of Aldermen (“Governing Body”) of the City of Southaven, Mississippi (the "City"), took up the matter of reinstating the authority of the City to levy and collect an additional one percent (1%) tax for a period of ten (10) years from the gross proceeds of restaurants within the City limits to promote tourism, parks and recreation in the City originally authorized by Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925. After full discussion of the subject, Aldermen _____ offered and moved the adoption of the following resolution.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI REQUESTING THE LEGISLATURE OF THE STATE OF MISSISSIPPI TO REINSTATE FOR TEN (10) YEARS THE AUTHORITY FOR THE CITY OF SOUTHAVEN, MISSISSIPPI TO LEVY AND COLLECT A TAX UPON EVERY PERSON, CORPORATION, OR FIRM OPERATING A RESTAURANT IN THE CITY AT A RATE NOT TO EXCEED ONE PERCENT (1%) OF THE GROSS PROCEEDS FROM THE SALES OF BEVERAGES AND PREPARED FOOD AT RESTAURANTS TO PROVIDE FUNDS FOR PROMOTING TOURISM, PARKS AND RECREATION ORIGINALLY AUTHORIZED BY CHAPTER 955, LOCAL AND PRIVATE LAWS OF 2011 AND RE-AUTHORIZED IN 2014 BY SENATE BILL 2925.

WHEREAS, the Governing Body of the City hereby find, determine and declare as follows:

WHEREAS, in 2011, the Mississippi Legislature (“Legislature”) approved House Bill 1462, which authorized the City for a period of three (3) years, until July 1, 2014, to levy and collect an additional one percent (1%) tax of the gross proceeds of restaurants operating within the City from the sales of beverages and prepared food for providing funds to promote tourism, parks and recreation in the City; and

WHEREAS, in 2014, the Legislature approved Senate Bill 2925, which extended the one percent (1%) tax as authorized by House Bill 1462 for an additional three (3) years until July 1, 2017; and

WHEREAS, in 2017, the Legislature did not approve the extension of the levy and collection of the additional one percent (1%) tax of the gross proceeds of restaurants operating within the City; and

WHEREAS, previously, referendums were held on October 5, 2010, and October 4, 2011, by the City whereby the citizens of the City did approve authorizing the City to levy and collect the additional tax on the gross proceeds of the restaurants within the City; and

WHEREAS, the City has used this tax revenue effectively since initial collections to enhance tourism and expand park and recreational facilities within the City as set forth below:

1. Greenbrook Softball Gift Shop and Cooking Pavilion

2. New Scoreboards for Snowden Grove, Greenbrook, and Cherry Valley
3. BankPlus Amphitheater Stage Enclosure
4. Pine Tar Alley Road Extension at Snowden Grove
5. Senior Center at Snowden Grove
6. Snowden Grove Mini-Stadiums and Bathroom/Concession Additions
7. Tennis Expansion (8 New Courts with Pavilion and Bathrooms)

WHEREAS, the tax serves the public interest as the City will use the proceeds from the tax for the continuance of promoting tourism and enhancement and expansion of park facilities within the City and by extending the tax for a period of ten (10) years, it allows for the City to have various financing options, including, but not limited to, the issuance of bonds, for the improvements to parks; and

WHEREAS, the City's second-to-none park facilities and tourism appeal, along with the City's geographical location, has attracted thousands of citizens from other states to the City's restaurants; thereby, generating revenue benefiting not only the City, but also the State of Mississippi; and

WHEREAS, the City's use of the proceeds for the expansion and enhancement of its park facilities and tourism will continue to attract visitors from other states and promote tourism in the City and State of Mississippi and continue to provide revenue dollars to the City and State of Mississippi; and

WHEREAS, the Governing Body of the City request the Legislature reinstate the authority for the City to levy and collect the tax for a period of ten (10) years upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants; and

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

SECTION 1. The Governing Body of the City hereby requests the Legislature to reinstate the tax for the City to levy and collect a tax for a period of ten (10) years upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants to provide funds for the promotion of Southaven tourism, parks and recreation originally authorized by Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925.

SECTION 2. Alternatively, should the Legislature deem another election on the tax to be necessary, the Governing Body of the City does hereby respectfully request the Legislature authorize the City to set a vote, in accordance with the requirements of the Legislature, for the City to levy and collect the tax for a period of ten (10) years upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants.

SECTION 3. Either through reinstatement by the Mississippi Legislature or via another vote of the City citizens, the Governing Body of the City request the Legislature to authorize the

levy and collection of the tax for a period of ten (10) years so that the City may have various financing options, including, but not limited to, the issuance of bonds to complete the park improvements and expansion in an efficient and cost effective manner.

SECTION 4. The Governing Body of the City hereby requests that the Legislature include in the local and private legislation that upon the expiration of the ten (10) years for collection of the tax, such tax shall expire unless the continuance of the tax is approved by another vote of the City citizens.

SECTION 5. Further, the Governing Body of the City does hereby respectfully request that any Act passed by the Legislature in the 2018 Session, authorizing the City to levy a tax upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants to provide funds for the promotion of Southaven tourism, parks and recreation, provide that collections of revenue originally authorized by House Bill 1462, Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925, from and after July 1, 2017, be ratified and confirmed, and that any of such revenue paid to the City may be expended for the purposes authorized in House Bill 1462, Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925 from and after July 1, 2017.

SECTION 6. The Mayor and/or City Clerk are hereby authorized to provide a certified copy of this Resolution to the Legislature and the Mayor or his designee(s) are further authorized to take any and all actions to effectuate the intent of this Resolution.

Following the reading of the foregoing resolution, Aldermen _____ 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: _____
Alderman Kristian Kelly	voted: _____
Alderman Ronnie Hale	voted: _____
Alderman George Payne	voted: _____
Alderman Joel Gallagher	voted: _____
Alderman John Wheeler	voted: _____
Alderman Raymond Flores	voted: _____

RESOLVED AND DONE, this 5th day of December, 2017.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

PROFESSIONAL SERVICE AGREEMENT BETWEEN CITY OF SOUTHAVEN AND MIDSOUTH SPORTS PRODUCTIONS, INC.

This Professional Service Agreement is made effective as of the 1st day of January, 2018 (the (“Effective Date”) by and between the City of Southaven (the City), and MidSouth Sports Productions, Inc., d.b.a. JBJ Sports Productions and Mississippi USSSA Baseball (MidSouth Sports).

WHEREAS, the City has the authority pursuant to Mississippi Code Annotated Section 17-1-3 to create public parks and to expend municipal funds for such purpose; and

WHEREAS, pursuant to Mississippi Code Annotated Section 21-17-5, the City, under its home rule authority, has the power to operate its own athletic programs and its corresponding authority to spend municipal funds in pursuit of its recreational/athletic programs; and

WHEREAS, in 2017, alone, MidSouth Sports coordinated approximately seventeen (17) tournaments to the City, allowing approximately seventeen hundred teams to participate in the City and visit the City; and

WHEREAS, the City and MidSouth Sports desire to continue their relationship for the oversight and management of baseball tournaments at Snowden Grove Park; and

Now in consideration of the promises below, the parties hereby agree as follows:

1. The City hereby contracts with MidSouth Sports to oversee and manage the operation of baseball events at Snowden Grove Park. MidSouth Sports shall not be responsible for concessions, gift shop, maintenance, or sponsorships. The City hereby authorizes MidSouth Sports to enter into agreements for securing sporting events for the City, after securing prior approval from the City's Director of the Department of Parks and Recreation. This Agreement shall commence on the effective date set out above and shall expire on December 31, 2021. Either party may terminate this agreement, with or without cause, at any time upon thirty (30) days written notice.

2. The City agrees that at all times during the term of this Agreement, it shall procure and maintain liability insurance, insuring against injury to persons or damages to property arising out of or related to the operation of events at Snowden Grove Park.

3. The City agrees that records, computer programs, computer-stored information, computer disks and other media, files, manuals, letters, notes, reports, customer lists, documents, equipment, websites of MidSouth Sports and the like created during the term by MidSouth Sports shall remain the property of MidSouth Sports, except information that would be classified as public records pursuant to Mississippi law. The records, computer programs, computer-stored information, computer disks and other media, files, manuals, letters, notes, reports, documents, equipment, websites of the City and the like created during the term by the City shall remain the property of the City.

4. As compensation, the City shall provide an office to MidSouth Sports and pay MidSouth Sports annually in the amount of One Hundred Thirty Thousand Dollars and No/100 U.S. Dollars (\$130,000.00) in equal monthly installments.

5. 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 parties, 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.

6. MidSouth Sports 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, MidSouth Sports further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, insurance, withholdings, and workers compensation.

7. This Agreement shall not be assignable by either party without the prior written consent of the other party. In addition, 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. This Agreement shall inure to the benefit and be binding on the parties, heirs, legal representatives, assignees and successors of the parties. This Agreement may be executed in counterparts each of which shall be deemed an original.

8. MidSouth Sports agrees to indemnify the City for any and all costs, including attorney fees for any expense incurred by the City which is caused by MidSouth's default of any provision of this Agreement.

9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope, or otherwise, then the parties contemplate that any court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

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IN WITNESS WHEREOF, the parties hereby, after being authorized and on behalf of the City and MidSouth Sports have duly executed and delivered this agreement, which shall be effective as the date written above.

CITY OF SOUTHAVEN, MS

MIDSOUTH SPORTS PRODUCTIONS, INC.

By: _____
Darren Musselwhite, Mayor

By: _____
Scotty Baker, President

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF SOUTHAVEN, MISSISSIPPI, GRANTING FREE PORT WAREHOUSE AD
VALOREM TAX EXEMPTION TO HENRY SCHEIN ANIMAL HEALTH AS
AUTHORIZED BY SECTION 27-31-51 ET. SEQ., OF THE MISSISSIPPI CODE (1972),
AS AMENDED**

WHEREAS, Henry Schein Animal Health (“Henry”) seeks an exemption from ad valorem taxes at its warehouse operation located at 1085 Stateline Road East, Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant’s finished good warehouse and in transit through the State of Mississippi and which either is moving in interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Henry’s finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

WHEREAS, Henry has filed an Application for exemption from free port tax warehouse ad valorem tax exemption; and

WHEREAS, Henry has produced written verification and documentation to the City of Southaven Board as to the authenticity and correctness of its Application; and

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

1. That Henry ships personal property to a final destination outside the State of Mississippi during the calendar year.
2. That Henry is qualified to make application for exemption from Freeport Warehouse Ad Valorem Tax.
3. This Mayor and Board of Alderman of the City of Southaven, Mississippi, acknowledge Henry’s current and potential contribution for jobs within Southaven and to the economic development of Southaven and believe that it should exercise its

discretionary authority to exempt from all free port taxes to the full extent permitted by statute all personal property held in Henry's free port warehouse and in transit through this State and which either is moving in interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Henry's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi as authorized by Section 27-31-51 et seq. of the Mississippi Code (1972) as amended.

4. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original Application and a certified copy of the transcript of this Resolution approving said Application to the Tax Assessor of DeSoto County, Mississippi.

After a full discussion of this matter, ALDERMAN _____ moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN _____. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

Alderman William Brooks	voted:
Alderman Kristian Kelly	voted:
Alderman Ronnie Hale	voted:
Alderman George Payne	voted:
Alderman Joel Gallagher	voted:
Alderman John David Wheeler	voted:
Alderman Raymond Flores	voted:

RESOLVED AND DONE, this 5th day of December, 2017.

Darren Musselwhite, MAYOR

ATTEST:

City Clerk

DeSoto Council
316 W. Commerce St.
Hernando, MS 38632

Free Port Application Guidelines

Business Investment Incentive Request Application

Date November 7th, 2017

- Name of Customer/Client: Henry Schein Animal Health
Contact Name : Eric Bosserman Phone # (614) 659 - 1644
Email: tax@henryscheinvet.com
Name of Company where product is inventoried: Henry Schein Animal Health
Street Address: 1085 Stateline Rd E
City: South Haven MS Zip Code: 38671
Telephone #: (662) 548 - 9000 Fax #: N/A
- Product: Medical Supplies
- Year Applicant began in DeSoto County: 2017
- Total number presently employed at this facility: 27 % residing in DeSoto County: 25.9259%
- Average full-time hourly wage: \$17.13 30.8701 % Fringe Benefit

To promote future industrial and commercial development that will benefit your company and your new community, we require that your company become a member of the DeSoto Council and remain an active dues paying member for the duration of the business investment incentive.

The applicant company accepts all responsibility for the preparation and filing of the partial Ad valorem business investment incentive and Free Port Warehouse application and respective board presentation and approval process at both the city and county level. The DeSoto Council only serves in an advisory role and thus accepts no responsibility in the tax process.

Free Port Warehouse Application for License

Warehouse Name Henry Schein Animal Health

Location 1085 Stateline Rd E, South Haven, MS 38671 De Soto
Street City County

Mailing Address 400 Metro Place N, Dublin, OH 43017

Sole Owner Partnership Corporation
(if partnership or corporation, give name, address, and title of partners or officers)

Other
Limited Liability
Company

Fran Dirksmeier
Name

President
Title

Sean Henderson
Name

Chief Financial Officer
Title

Kim Allen
Name

President - Commercial Division
Title


If corporation, organized under Laws of State of Delaware

When did you begin operating in Mississippi? November 1st, 2017

-CERTIFICATE-

I CERTIFY:

1. The above named business ships personal property to a final destination outside the State of Mississippi during the calendar year
2. The above named business is qualified to make application for exemption


Signed

Exec. Director, Tax &
Contract Administration
Title

November 7, 2017
Date

**LETTER OF AGREEMENT FOR
PLANNING AND CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between **BRIDGE & WATSON, INC.**, hereinafter called the CONSULTANT and the **CITY OF SOUTHAVEN, MISSISSIPPI**, hereinafter called the CITY.

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for: Development of a comprehensive plan pursuant to Miss. Code Ann. 17-1-1(c) and as specified in the city's October 2017 Request for Proposals. The CONSULTANT shall provide the services contemplated herein in accordance with its November 1, 2017 response to the CITY's Request for Proposals.
2. The CONSULTANT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.
3. The CITY shall compensate the CONSULTANT for professional services rendered plus direct reimbursement for out-of-pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses.
4. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within thirty (30) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

Principal Planner:	\$150.00/hr.
Associate Planner I:	\$125.00/hr.
Associate Planner II:	\$100.00/hr.
Assistant Planner I:	\$ 85.00/hr.
Assistant Planner II:	\$ 60.00/hr.
Planning Technician:	\$ 40.00/hr.
Mileage:	IRS standard business mileage rate (currently \$ 0.535/mile)

5. The total cost to the CITY resulting from services provided by the CONSULTANT pursuant to this agreement shall not exceed one hundred twenty thousand dollars (\$120,000). The parties contemplate this project will require eighteen to twenty-four months to complete.
6. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to the CONSULTANT.

IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the _____ day of _____, 2017.

CLIENT: THE CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____ WITNESS: _____
Hon. Darren Musselwhite, Mayor Ms. Andrea Mullen, City Clerk

CONSULTANT: BRIDGE & WATSON, INC.

BY: _____ WITNESS: _____
Chris Watson, AICP Tim Youngblood

**RESOLUTION OF CITY OF SOUTHAVEN BOARD OF ALDERMAN
AMENDING POLICY FOR TOWING AND WRECKING SERVICE**

WHEREAS, Mississippi Code Section 21-17-5 provides that the City of Southaven (“City”) shall have the care, management and control of the municipal affairs and the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs; and

WHEREAS, pursuant to Mississippi Code Section 21-37-3, the City has the power to exercise full jurisdiction in the matter of streets; and

WHEREAS, the City Board of Alderman desires to establish policies and requirements for the Southaven Police to determine those companies desiring to be on the City’s wrecker rotation, so that the companies are qualified to meet the demands of the City Police Department for towing of vehicles in order to keep the City streets clear from obstructions; and

WHEREAS, the City Board of Alderman desire this policy to allow for the City Police Department to exercise discretion subject to the policy in allowing for towing companies who seek to be part of the City’s wrecker rotation; and

WHEREAS, it is the intention of the City based upon the recommendation of the Southaven Police that this Policy be implemented and adopted by the City Board; and

NOW THEREFORE, be it resolved as follows:

1. The City Board of Alderman hereby adopts this policy to allow for the City Police Department to allow and regulate the companies or entities as part of the City Police’s wrecker rotation.
2. The City Police Chief and City Deputy Police Chief or their designees shall be responsible for implementing this Policy.
3. This policy shall be effective immediately upon passage by the City Board.

Following the reading of the foregoing Resolution, Alderman _____ made the motion and Alderman _____ 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: _____
Alderman Kristian Kelly	voted: _____
Alderman Ronnie Hale	voted: _____
Alderman George Payne	voted: _____
Alderman Joel Gallagher	voted: _____
Alderman John Wheeler	voted: _____
Alderman Raymond Flores	voted: _____

RESOLVED AND DONE, this 5th day of December, 2017.

Darren Musselwhite, MAYOR

ATTEST:

CITY CLERK

CITY of SOUTHAVEN POLICE WRECKER ROTATION POLICY MANUAL



Steven E. Pirtle

Chief of Police

William M. Anderson

Deputy Chief of Police

662-393-8652

662-280-4718 – Fax

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Appendix;

Rotation List Application

Driver / Insurance Qualification

I. PURPOSE OF REGULATIONS

To establish policy, procedures and regulations for towing companies on the police wrecker rotation concerning towing service standards and to further ensure the safe and efficient removal, storage and safekeeping of any and all vehicles being towed and placed into custody of such towing companies at the request of the Southaven Police Department.

II. DECLARATION OF POLICY

- A.** It shall be the policy of the Southaven Police Department to establish a rotating wrecker call list, known as the Southaven Police Wrecker Rotation List, whose participants meet standards prescribed in this policy. The Office of Chief of Police shall have the authority and responsibility to ensure that facilities and that their drivers are qualified before authorizing inclusion on the Wrecker Rotation. Only towing companies meeting the following requirements may be placed on the Wrecker Rotation List. These requirements will ensure the following for the citizens who use the streets and highways in the City of Southaven:
- 1.** That the towing company is reputable, reliable and has qualified employees;
 - 2.** That the towing company is properly licensed and insured; and
 - 3.** That the towing company charges a fair, equitable and reasonable rate for services rendered.
- B.** It shall further be policy to allow any qualified, as determined by this policy, towing company an opportunity to submit an application for inclusion on the Wrecker Rotation List.
- C.** By submitting an application for inclusion on the Wrecker Rotation List, a towing company agrees and understands that the provisions contained in this policy shall strictly govern its initial inclusion and continuing inclusion on the Wrecker Rotation List.
- D.** As inclusion on the Wrecker Rotation List is voluntary, a towing company or the City of Southaven may remove the towing company at any time.
- E.** This policy shall be reviewed periodically by the City and the City shall reserve the right to amend, as deemed necessary, any part(s). If provisions are amended, notification will be made to all affected entities.

III. APPLICATION PROCEDURES FOR INCLUSION AND RETENTION ON THE WRECKER ROTATION LIST

- A. All applications and forms necessary which need to be completed for inclusion on the Wrecker Rotation List shall be obtained from the Southaven Police Department.**
- 1. EACH form must be completed and forwarded to the Office of Chief of Police**
 - 2. Inclusion on the Wrecker Rotation List is for a period of one year, and shall be reviewed annually to ensure regulations are met.**
 - 3. Each year thereafter and no later than January 10th, towing companies desiring to remain on the Wrecker Rotation List shall resubmit ALL forms to the Office of Chief of Police. The forms shall be updated to reflect current information as it exists at the time of application.**
 - 4. Upon change of ownership, if the new owner desires to remain on the Wrecker Rotation List, they must complete and submit all application forms for consideration. Rotation calls will be suspended during the application process. A towing company shall not assign its interest in the Wrecker Rotation List to another company.**
- B. Towing Companies Shall:**
- 1. Be licensed in the City of Southaven to do business.**
 - 2. Display a visible sign with the towing Companies name thereon at the site of the towing company.**
 - 3. Must have a USDOT and MC number**
 - 4. Maintain a minimum of two (2) years of towing and on site storage records for inspection by the Southaven Police Department upon request.**
 - 5. Display the company name, address and phone number on invoices.**
 - 6. Own / lease the towing equipment used in the performance of its towing services.**
 - 7. Ensure that the towing company is independent of any other towing company, e.g., phone number(s), address, business license, storage facilities, etc., must not be the same as any other towing company.**
 - 8. Ensure that the towing company's drivers possess a valid driver license with the proper class according to vehicle being operated. This applies to owners who drive towing vehicles as well as employees.**

9. Provide a Driver/Insurance Qualification Form listing all employees who will be required to drive a towing vehicle. This shall contain the full name, driver license number, State of issuance and date of birth. This form shall be updated and submitted to the Office of Chief of police upon hiring a new driver.
 - a. During inspection of this form, a driver license check will be performed by the SPD, and if a driver is found to be revoked, suspended or cancelled, the towing company will be notified and the towing shall not allow the driver to operate any towing vehicle in response to a rotation call, until such time as the driver has satisfied all legal requirements for reinstatement and the license are reinstated, and the Office of Chief of Police has been notified in writing.
 - b. Notify the Office of Chief of Police in writing of any driver changes or actions committed by a driver which causes the driver's driver license to be suspended, revoked or cancelled.
 - c. If any driver is found to be operating a tow vehicle on a revoked, suspended or cancelled license with the owner's knowledge, this shall be cause for removal from the Wrecker Rotation List as well as additional charges that may be placed against the driver. If owner is notified by police of the driver license suspension, revocation or cancellation, the driver shall not be allowed to drive the tow equipment.
10. Notify the Office of Chief of Police , in writing, of convictions of any misdemeanors or felonies that involve crimes of violence, theft, fraud, sale/distribution of drugs, bodily injury and other crimes of dishonesty committed by its drivers.
11. At the request of the Board of Aldermen, the owner shall appear before the Board at a scheduled meeting.

C. FELONIES

1. Neither towing company owners, managers nor drivers shall be allowed to participate on the Wrecker Rotation List if they have been convicted of a felony.

IV. EQUIPMENT REQUIREMENTS

- A. Towing companies shall be responsible for the carrying of equipment for removal of glass and other debris from the road. The drivers are responsible for the removal of all debris from the road and right of way.

B. Emergency Equipment

- 1. At least one (1) functional, amber colored, and rotating or strobe type flashing type light shall be permanently mounted on the top of the towing vehicle. LED lights are permissible. All emergency flashers and directional lights showing to the front must be amber in color.**
- 2. Alternating headlight flashers are not allowed to be used when responding to a scene nor in general transport of vehicles.**
- 3. Sirens on towing vehicles are prohibited.**

C. Additional Required Equipment

- 1. At least one (1) heavy duty push broom**
- 2. One (1) shovel**
- 3. One (1) pry bar or crowbar**
- 4. One (1) set of bolt cutters**
- 5. Minimum of (1) 50 lb. bag of a fluid absorption compound**
- 6. One (1) light bar. Any towed vehicle must be capable of displaying all lights on the rear of the vehicle when being towed on the sling or stinger . The light bar must consist of two (2) tail lamps, two (2) stop lamps and two (2) turn signals and all must be fully operational.**
- 7. At least one hundred (100) feet of cable or ability with additional equipment such as chains to reach required distance**
- 8. All towing vehicles shall display the towing company's name and address, as well as their USDOT number.**

D. Inspections

The tow company shall have their tow vehicle inspected by a DOT certified inspector annually.

V. INSURANCE

- A. Each towing company assumes liability for personal injury or property damage resulting from a towing company's employee's intentional or negligent act(s) from the time contact is made with any vehicle to be towed. Each towing company shall indemnify and hold harmless the City of Southaven from any and all claims made as a result of the tow company's actions.**

B. Each towing company shall maintain the following insurance policies for the minimum amounts set forth in this section. Each policy shall be in the name of the towing company or the towing company's owner name, and shall include coverage for towing and storage. The policy shall be in effect for at least six (6) months.

1. A certificate of insurance shall be filed with the Office of Chief of Police before a towing company is placed on the Wrecker Rotation List. Certificates of insurance must be itemized to indicate the amounts of liability, garage keepers and on-hook liability. The policy must also disclose all of the towing vehicles covered under the policy. Nothing shall preclude a towing company from obtaining coverage in excess of these amounts. The City of Southaven shall be listed as an additional insured on the certificate of insurance.

2. For purposes of this policy, the following definitions shall apply;

a. Vehicle Liability – Insurance that pays for damages due to bodily injury and property damage to others for which the towing company is responsible.

b. Garage Keepers Liability – Insurance that protects a garage keeper against liability for damage to vehicles in his/her care, custody, control.

c. On Hook Coverage – Insurance that will normally pay to repair or replace a vehicle that the towing company did not own if it is damaged by a collision, fire, theft, explosion or vandalism while it is being towed.

3. Liability coverage must be equal to the minimum amounts below. Insurance may be provided in a single policy or separate split policies. Regardless of the type of policy or policies, the total amount of coverage must be equal to those amounts, per incident.

a. Minimum vehicle liability amounts - \$ 300,000

b. Minimum garage keeper's liability - \$ 75,000

c. Minimum on hook coverage - \$ 75,000

C. Insurance Renewal

1. Towing companies' certificate of insurance shall be submitted to the Office of Chief of Police no later than ten (10) days prior to expiration of the current certificates.

2. The owner of the towing company shall notify the Office of the Chief of Police in writing of any changes in any certificate throughout the annual cycle.

VI. PLACE OF BUSINESS AND STORAGE FACILITY

- A. The towing company must have an established commercial business site within the City of Southaven, building and storage area located within the city limits of Southaven and must have an applicable and relevant business license issued by the City of Southaven. All aforementioned requirements in this paragraph A shall have been in effect a minimum of two (2) years prior to application**
- B. The location must be in compliance with zoning regulations, pass all building codes and be in compliance with Use and Occupancy inspections.**
- C. The towing company must be equipped to provide adequate an storage lot or building for proper, safe and secure storage of all vehicles towed at the request of the SPD.**
- D. The towing company's place of business shall be staffed, between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding legal holidays.**
- E. No two (2) or more towing companies will be permitted to share the same office building or storage lot.**
- F. When an individual owns more than one (1) towing company, it may be permissible for each company to be included on the rotation list, if the entities have different locations, licenses, and separate filings with the Mississippi Secretary of State.**

VII. CALL AND NOTIFICATION PROCEDURES

- A. The towing company must be available 24 hrs./day, 7 days/week.**
 - 1. Towing companies are restricted to a maximum of two (2) telephone numbers on the Rotation List. Pagers, answering services and beepers are not permitted. Cell phones are permitted.**
 - 2. If the SPD receives a busy signal or voicemail, the next scheduled towing company will be called and the first called towing company will lose its turn.**
 - 3. When the towing company is called, they should answer "Yes" or "No" when asked if they can respond.**
 - 4. A towing company shall not refer a call to another towing company or substitute another company's vehicle to avoid losing its turn on the list.**
- B. The towing company must make the scene within 20 minutes of the call during the day, and within 30 minutes of the call at night.**
 - 1. If the towing company fails to respond in the allotted amount of time, the next scheduled towing company will be called and the first will lose its turn.**

VIII. SERVICE PROCEDURES

- A. Towing companies shall not monitor the scanner and make the scene of calls, prior to being called by the dispatch center**
- B. No towing company will tow a vehicle from an accident scene prior to police arrival.**
- C. Towing companies who may have other lots in other cities shall not tow a vehicle to any of the other lots, they must be towed to their lot in Southaven. The only exception will be if the call is a motorist assist.**
- D. A towing company shall not perform repair work on a towed vehicle without the owner's written consent.**
- E. Personal property or cargo contained in towed vehicles must be released to the owner/designee upon their request, unless otherwise ordered by an SPD officer. Personal property is defined as anything that is not physically attached or mounted to the towed vehicle. Such items may include, but not limited to, clothing articles, tools, CD's, personal items in glove boxes or consoles. The towing company shall not charge for releasing personal property during normal business hours.**
- F. Anytime personal property is released from a vehicle, the date and time of release and whom release made to should be noted on the original invoice.**
- G. Towing company drivers/employees shall not wear exposed firearms at any scene while performing their duties. While those possessing a valid Firearms permit are allowed to legally carry a firearm, the concealed carry law must be followed.**
- H. When a "HOLD" has been placed by an SPD officer on a vehicle towed on the rotation, the towed vehicle shall be placed in an area of the storage facility that is not accessible to the general public, and no one is to be allowed access to the vehicle except the proper law enforcement officers, until such time as the hold has been released.**

IX. TOWING AND STORAGE RATE and LIABILTY for PAYMENT

- A. Tow rates are not to exceed the \$ 125.00 basic fee.**
- B. There shall be no charge for normal cleanup. A normal clean up includes, but is not limited to, removal of glass, vehicle parts and vehicle body parts, vehicle fluids, etc.**
- C. Storage rate is not to exceed \$ 30.00 per day. Storage fees are for a 24 hour period and shall be prorated for the first 24 hours after the vehicle is towed.**

- D. When tow companies are called to tow motorist with mechanical problems (assist motorist), the company will be allowed to tow the vehicle to a different location other than the storage lot, at the vehicle owner's/driver's request. When this occurs, this becomes a contract between the tow company and the vehicle owner/driver, therefore the tow company may add additional charges above the basic rate .
- E. For times that the tow company responds to the scene and they are delayed from retrieving the vehicle due to functions to be performed by emergency personnel, they may charge an extra fee. The hourly charge of \$ 45.00 will start after the first ½ hour of waiting the towing.
- F. Administrative fees made be added for the cost of obtaining title information, posting legal ads, mailing certified letters, etc., on vehicles that have been on the tow company's property, unclaimed, for the amount of time required by MS State law concerning abandoned vehicles.
- G. Liability for payment of fees;
 - 1. By inclusion on the Wrecker Rotation List, towing companies agree that the Southaven Police Department and the City of Southaven will not be responsible for any fee/charge associated with the removal, recovery, towing or storage of a vehicle the company has towed as a result of a rotation call.

X. COMPLAINTS and INVESTIGATIONS

- A. A towing company that violates any part of this policy may be removed permanently or suspended from participation on the Wrecker Rotation List for a period of time. Policy violations will be investigated by the Police Department and the findings submitted to the Board of Aldermen. Suspension or removal from the rotation list will be determined by the Board of Aldermen
- B. The owner of a vehicle towed may file a written complaint and submit it to the Police Department for investigation. The complaint will be investigated and if any violations are found to have occurred, those findings will be submitted to the Board of Aldermen for a disposition or possible action taken against the towing company.

XI. Application

- A. These policies do not apply to heavy, or class D wreckers or the handling of those type calls for service. A class D wrecker handles the towing of large trucks such as semi tractors and trailers.

SOUTHAVEN POLICE DEPARTMENT

Wrecker Rotation List Application

NAME OF TOWING COMPANY _____

Address (No P.O. Box #s) : _____

Company Phone #: _____ Alt. Phone #: _____

Name of Owner: _____ D.L. #: _____ State _____

Name of Manager _____ D.L. # _____ State _____

Address: _____

Phone #: _____

Southaven Business Lic. # _____ USDOT# : _____ MC# _____

IS THE STORAGE FACILITY STAFFED M-F 8 A.M. – 5 P.M.? Yes No

TYPE OF STORAGE PROVIDED : Inside Outside

I, _____, submit this application as a formal request, as
(Name of Owner)

owner or proprietor of _____ and do hereby request to
(Towing Company Name)

be included on the Southaven Police Department Wrecker Rotation List.

I further attest that I have read, understand and will comply with all provisions of the Wrecker Rotation List policy while performing services at the request of the Southaven Police Department.

I do solemnly swear/affirm that all statements made in connection with this application are true to the best of my knowledge.

Name of Towing Company

Signature of Owner

Date

City Of Southaven

Driver / Insurance Qualification

I, being owner or proprietor of _____ Towing company do hereby submit this listing of all personnel who are employed by this company and will at any time be required to drive a tow truck or perform emergency roadside assistance as directed by members of the Southaven Police Department. I further authorize the Southaven Police Department to conduct a driver license and criminal history check on the personnel as authorized and in compliance with regulations established by the Wrecker Rotation List policy.

NAME	D.O.B.	D.L. NUMBER / STATE	CLASS	VALID	N.C.I.C CHECK ACCEPTABLE (SPD Completion Only)
1.				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
10.				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

As further directed by regulations I am submitting the following insurance information for review:

Name of insurance company carrying vehicle liability _____

Policy # _____ Amount \$ _____

Name of insurance company carrying garage keepers liability _____

Policy # _____ Amount \$ _____

Name of insurance company carrying "on-hook" liability _____

Policy # _____ Amount \$ _____

I hereby certify and attest that all vehicles that will be used on the Wrecker Rotation List meet the minimum insurance requirements established in the Wrecker Rotation List policy, which are;

VEHICLE LIABILITY	GARAGE KEEPERS LIABILITY	"ON-HOOK" LIABILITY
\$ 300,000	\$ 75,000	\$ 75,000

Signature of Owner

Date

I have also attached copies of current insurance certificates to be kept on file with the Southaven Police Department

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI AMENDING THE SOUTHAVEN CODE OF
ORDINANCES TITLE XIII, CHAPTER 7, SECTION 13-7(c)**

WHEREAS, Mississippi Code Section 21-17-5 provides that the City of Southaven ("City") shall have the care, management and control of the municipal affairs and the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs; and

WHEREAS, pursuant to Mississippi Code Section 21-37-3, the City has the power to exercise full jurisdiction in the matter of streets; and

WHEREAS, pursuant to Mississippi Code 17-1-5, the City has the power to pass zoning regulations within the City; and

WHEREAS, the City Police in order to maintain safety and traffic control for the citizens of the City require towing companies and/or wrecker services to respond to accidents for towing purposes within twenty (20) minutes; and

WHEREAS, in order to ensure that the wrecker truck can respond within the required 20 minutes, the City desires to allow such wrecker truck to park in residential areas provided that certain criteria is followed; and

WHEREAS, the City finds that allowing the wrecker truck to park in a residential area in accordance with the amended ordinance, as set forth below, will allow for the wrecker truck to adequately respond to emergencies within the 20 minutes; thus, allowing for the City Police to better maintain safety on the City streets by eliminating traffic and potential hazards associated with vehicle accidents; and

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 CODE OF ORDINANCES, TITLE XIII, CHAPTER 7, SECTION 13-7(c) BE AMENDED AS FOLLOWS:

TITLE XIII, CHAPTER 7, SECTION 13-7(c)

Sec. 13-7(c). - General rules and exceptions.

The requirements in section 13-7(b) are subject to the following general rules and exceptions:

1. In the residential (R) districts, no parking of motor vehicles shall be allowed in any yard with the following exceptions:
 - A. Vehicles may be parked on a paved or concrete driveway.
 - B. Vehicles may be parked between the driveway and the side property line nearest the driveway and on a hard surface (no grassed areas), so long as they do not encroach on neighboring properties and the vehicles is operable and has current motor registration.
2. No major recreational equipment such as boats and boat trailers, travel trailers, campers, and similar items shall be parked or stored on any street or on any yard in any residential district with the following exceptions:
 - A. They may be parked on a paved or concrete driveway provided they are at least twenty (20) feet from the street.

- B. They may be parked between the driveway and the side property line nearest the driveway on a hard surface (no grassed areas), provided they are at least twenty (20) feet from the street and the grass and surrounding property is properly maintained, and provided they do not encroach on neighboring properties and the vehicle is operable and has current motor registration.
 - C. They may be parked in the front yard of a corner lot on a hard surface (no grassed areas), which is to the side of or at the end of the house, provided they are at least thirty (30) feet from the street, provided they do not extend beyond the front of the house and the grass and surrounding property is properly maintained, and provided they do not encroach on neighboring properties and the vehicle is operable and has current motor registration.
3. Nonconforming vehicles shall not be parked or stored in any residential zone other than in a completely enclosed garage.
4. No commercial vehicle rated two (2) tons or more, school bus, trailer exceeding fifteen (15) feet in length, tractor or heavy construction equipment shall be parked or stored in any residential zone in the yard, the driveway or the street except for service and delivery purposes. Furthermore, commercial vehicles under two (2) tons are prohibited from being parked on the street or any front yard except on a paved driveway.
- A. Towing or Wrecker companies, which are currently included on the Southaven Police Department wrecker rotation as approved by the Southaven Board of Aldermen and in current compliance with all criteria set forth by the Southaven Police Department for the wrecker rotation may be granted an exception to allow one (1) on call wrecker per company to be parked in residential zones, subject to the following conditions:
- (1) The towing vehicle/wrecker is classified as a Class A Light Duty Wrecker, which is used for towing vehicles weighing seven thousand (7,000) pounds or less (i.e. passenger cars, pickup trucks, motorcycles, small trailers, and similar vehicles); or
 - (2) The towing vehicle/wrecker is classified as a Conventional Wrecker and meets one of the following criteria:
 - (a) minimum gross vehicle weight rating (GVWR) of not less than ten thousand (10,000) pounds; or
 - (b) individual boom capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer; or
 - (c) individual PTO or hydraulic power winch capacity of not less than eight thousand pounds as rated by the manufacturer; or
 - (d) manufactured wheel-lift with a retracting, lifting capacity of not less than three thousand five hundred (3,500) pounds as rated by the manufacturer; or
 - (3) The towing vehicle/wrecker is classified as a Rollback Wrecker and meets one of the following criteria:
 - (a) minimum gross vehicle weight rating (GVWR) of not less than eleven thousand (11,000) pounds; or

- (b) must have at least an eight thousand (8,000) pound winch as rated by the manufacturer.
 - B. The on call wrecker shall be parked on the residential property in the driveway on a hard surface at all times. At no point shall the wrecker be permitted to park on the street or yard.
 - C. The on call wrecker shall have the Southaven Police Department issued on call permit in clear view at all times while parked in a residential zone.
 - D. The City of Southaven Police Department reserves the right to revoke the exception granted under this section and/or the on call permit issued by the Southaven Police Department if the wrecker service fails to comply with any requirement or policy of the Southaven Police Department or any provision set forth in the City of Southaven Ordinances. In addition, if the on-call vehicle is deemed a nuisance by the City of Southaven and/or three (3) or more contiguous or adjacent land owners where the on call wrecker is parked sign and file a petition with the City Planning Department requesting that the on call wrecker be removed, the on call wrecker shall be removed by the Owner within twenty four (24) hours. In the event that the Owner does not remove the on call wrecker within twenty four (24) hours, the Owner shall be issued a citation in an amount not to exceed Five Hundred Dollars (\$500.00) and the City shall have the right to tow the on call wrecker.
5. If the existing use of a building or structure shall be increased by the addition of dwelling units, gross floor area, seating capacity or any other measure to increase intensity of use, the provisions of this chapter shall only apply to the extent of such increase in use.
6. In computing the number of parking spaces required, the following rules shall govern:
- A. Where fractional spaces result, the parking spaces required shall be the next largest whole number.
 - B. In the case of mixed use, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.
7. Required parking lots shall be of a hard surface, asphalt or concrete, properly marked and with adequate circulation area.

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

NOW, THEREFORE BE IT ORDERED pursuant to Miss. Code 21-13-11, this amended Ordinance shall take effect one (1) month after passage.

REMAINDER OF PAGE LEFT BLANK

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

Alderman Kristian Kelly	voted:
Alderman Ronnie Hale	voted:
Alderman George Payne	voted:
Alderman Joel Gallagher	voted:
Alderman John Wheeler	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 5th of December, 2017.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

**RESOLUTION ENDORSING LEGISLATION FOR SALES TAX DIVERSION DURING
THE 2018 SESSION OF THE MISSISSIPPI LEGISLATURE**

WHEREAS, the City of Southaven Mayor and Board met to consider support for certain legislation during the 2018 Mississippi Legislative Session; and

WHEREAS, the governing authorities of the City of Southaven support the introduction and adoption of certain legislation providing for a sales tax adjustment; and

WHEREAS, currently municipalities derive sales tax from the 18.5% diversion from the 7% sales tax paid within the municipal limits; and

WHEREAS, an increase in the amount of diversion to the City of Southaven by 1% to 19.5%, followed by an increase of .5% each year until the amount of diversion is 25% would assist in supporting and enhancing the infrastructure necessary for economic development and growth.

THEREFORE, BE IT RESOLVED that the Governing Authority of the City of Southaven, Mississippi, supports proposed legislative initiatives to be considered during the 2018 session of the Mississippi Legislature for a capital improvement sales tax adjustment.

BE IT FURTHER RESOLVED, that the Mayor or City Clerk is directed to provide a copy of this Resolution to the Desoto County delegation in the Mississippi Legislature.

Following a reading of the foregoing resolution, Aldermen _____ made the motion and Alderman _____ 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:
Alderman Kristian Kelly	voted:
Alderman Ronnie Hale	voted:
Alderman George Payne	voted:
Alderman Joel Gallagher	voted:
Alderman John Wheeler	voted:
Alderman Raymond Flores	voted:

RESOLVED, this 5th day of December, 2017

DARREN L. MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
AUTHORIZING SINGLE SOURCE ITEM PURCHASE**

WHEREAS, the City of Southaven Utility Department ("City") has reviewed and examined certain equipment and various components provided by Trimble Mapping and GIS as more fully set forth in Exhibit A, which is needed for the mapping of City water and sewer systems by the Utility Department; and

WHEREAS, based on the need by the City Utility Department of the equipment and various components as set forth in Exhibit A and the sole source letter and justification as set forth in Exhibit B, the City hereby approves the single source purchase of said the Trimble equipment from Navigation Electronics, Inc. ("NEI") in accordance with Mississippi Code 31-7-13(m)(viii); and

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

1. Pursuant to Mississippi Code 31-7-13(m)(viii), the City Utility Department is authorized to purchase the items from NEI in the amount of \$11,892.00 as set forth in Exhibit A on a single-source basis.
2. The Mayor, City Utility Director or their designee(s) are authorized to take all actions to effectuate the intent of this Resolution.

Following a reading of the foregoing resolution, Aldermen _____ made the motion and Alderman _____ 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:
Alderman Kristian Kelly	voted:
Alderman Ronnie Hale	voted:
Alderman George Payne	voted:
Alderman Joel Gallagher	voted:
Alderman John Wheeler	voted:
Alderman Raymond Flores	voted:

RESOLVED AND DONE, this 5th day of December, 2017.

DARREN L. MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK



Trimble Navigation Limited
10368 Westmoor Drive
Westminster, CO 80021
United States

November 2, 2017

To Whom It May Concern:

Subject: Trimble Mapping & GIS Dealer for State of Mississippi,

Trimble Navigation Ltd is the only manufacturer of Trimble Hardware and Software. Navigation Electronics, Inc. is the sole authorized Trimble Mapping/GIS Dealer in the State of Mississippi..

Contractual agreements limit our dealers to sell in a specific geographic territory for the purpose of local support for customers. There are no other authorized Trimble Mapping & GIS dealers for Mississippi..

Trimble Mapping/GIS dealers are strategically located throughout the United States and sell in designated territories in which they are responsible for the sale, service, support and training of our GNSS solutions.

I hope this information assists you. Please do not hesitate to contact me if you have any questions.

Regards,

A handwritten signature in black ink that reads "Sean K. Chard".

Sean K. Chard
Geospatial Channel Manager – Southeast Region
Trimble Navigation Ltd.
Cell: 408.480.5483
Email: sean_chard@trimble.com



Navigation Electronics, Inc.

Huntsville, Alabama

David Wright

Phone: (800) 949-932 or (256) 665-5589 | Fax: (337) 237-1417

david_wright@neigps.com

November 30, 2017

City of Southaven
 Ray Humphrey
 5813 Pepper Chase Dr.
 Southaven, MS 38671
 Phone: (901) 831-0244 | Fax: (662) 393-7294
 rhumphrey@southaven.org

Quotation #: 20171159032
Valid for: 30 Days
FOB: Destination
Terms: Net 30
 Sales taxes not included.
Delivery: TBD ARO

Item	Qty	Part #	Item Description	List Price Ea.	NEI Price Ea.	NEI Price Total
1	1	R2-001-14	FRU Trimble R2 RTK Rover, GPS/GLO/GAL/BEI, NMEA	\$11,995	\$10,795	\$10,795
2	1	100202	TerraFlex Advanced	\$400	\$400	\$400
3	1	5217-04-YEL	BIPOD,TRB,1/2-13SS,UNIVERSAL	\$172	\$154	\$154
4	1	5125-20-YEL	ROVER ROD,2M,AL,SNAP-LOC	\$135	\$121	\$121
5	1	5200-160	POLE CLAMP,BALL,11/4",CLAW	\$75	\$67	\$67
6	1	5200-201	ARM,DOUBLE SOCKET,1"	\$20	\$18	\$18
7	1	RAM-HOL-UN7BU	RAM Universal X-Grip® Cell/iPhone Cradle	\$42	\$37	\$37
8	2	PROSERVGIS	Trimble Workflow Services: Professional Hardware to GIS Technical Services (per hour, 2 hour minimum)	\$150	\$150	\$300
					Total:	\$11,892

**Purchase orders should be addressed to:
 Navigation Electronics, Inc.
 124 Toledo Drive
 Lafayette, LA 70506**

Please email a copy of your order to : david_wright@neigps.com.

If you have any questions, please feel free to call!
 Sincerely yours,
 David Wright
 Mapping & GIS Sales Representati

PRELIMINARY ENGINEERING SERVICES CONTRACT

*Nail Road Extension Project
Project No. STP-9224-00(001) LPA /107536-711000
Southaven, Mississippi*

THIS CONTRACT, is made and entered into by and between the **City of Southaven** a body Politic of the State of Mississippi (the "LPA"), and, **Waggoner Engineering, Inc.** (the "CONSULTANT"), a Mississippi, duly registered to do business in the State of Mississippi, whose address for mailing is 143-A Lefleurs Square, Jackson, Mississippi 39211, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform design for a new, approximate 0.5 mile route, of Nail Road between Elmore Road and Swinnea Road in Southaven, MS, as provided for in Project No. STP-9224-00(001) LPA /107536-711000, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and any MDOT or LPA standards identified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until **December 31, 2020, 11:59 PM CDT**, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to

this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire

right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by

judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in City of Southaven, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in DeSoto County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S

CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of the MDOT or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination.

In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

*Mr. Darren Musselwhite, Mayor
City of Southaven, Mississippi
8710 Northwest Dr.
Southaven, MS 38671
Phone: 662-393-6939
Fax: 662-393-7294
Email: dmusselwhite@southaven.org*

For Technical Matters:

*Ms. Whitney Choat, Planning Director
City of Southaven, Mississippi
8710 Northwest Dr.
Southaven, MS 38671
Phone: 662-393-0111
Fax: 662-280-6556
Email: wchoat@southaven.org*

CONSULTANT:

For Contractual Matters:

*Tracy M. Huffman, PE, PLS
Waggoner Engineering, Inc.
2475 Memphis Street
Hernando, MS 38632
Phone: 662-429-2100
Fax: 662-429-2600
Email: tracy.huffman@waggonereng.com*

For Technical Matters:

*Collins Simpson, PE
Waggoner Engineering, Inc.
2475 Memphis Street
Hernando, MS 38632
Phone: 662-429-2100
Fax: 662-429-2600
Email: collins.simpson@waggonereng.com*

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #14044
Surveyor #02812

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #21273

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

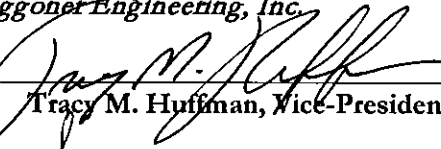
WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

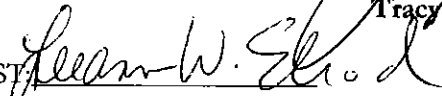
City of Southaven, Mississippi

BY: _____
Darren Musselwhite, Mayor

WITNESS this my signature in execution hereof, this the 2ND day of NOVEMBER 2017.

Waggoner Engineering, Inc.

BY: 
Tracy M. Huffman, Vice-President

ATTEST: 

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

The Mayor and Board of Aldermen (the "Governing Authority") of City of Southaven, Mississippi (the "City"), took up for consideration the matter of approving the preliminary engineering services agreement with Waggoner Engineering, Inc. for the 0.5 mile route, of Nail Road between Elmore Road and Swinnea Road. After a discussion of the subject a motion was made for the adoption of the following resolution:

**A RESOLUTION OF THE GOVERNING AUTHORITY APPROVING THE
PRELIMINARY ENGINEERING SERVICE CONTRACT WITH WAGGONER
ENGINEERING, INC FOR THE NAIL ROAD EXTENSION, IDENTIFIED AS FEDERAL
PROJECT NO. STP-9224-00(001) LPA /107536-711000 (the "Project")**

WHEREAS, the Governing Authority selected Waggoner Engineering, Inc. ("WEI"), through a Qualifications Based Selection that was approved by the Mississippi Department of Transportation ("MDOT") as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, as the engineers for preliminary engineering services for the Project;

WHEREAS, the Governing Authority submitted a request to the Mississippi Department of Transportation ("MDOT") for approval of WEI as engineers for the preliminary engineering of the Project, and MDOT has approved the request;

WHEREAS, the Governing Authority has reviewed the "Preliminary Engineering Services Contract" submitted to it by WEI and desires to approve said contract and proceed with the preliminary engineering of the Project.

NOW, THEREFORE BEIT RESOLVED as follows:

1. The "Preliminary Engineering Services Contract" (the "Contract") between WEI and the City of Southaven, attached hereto, is approved in substantial form.
2. The Mayor of the Governing Authority is authorized to sign the Contract with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same, the execution thereof shall constitute conclusive evidence approval of any such completions is authorized.
3. The Mayor of the Governing Authority is authorized to sign such additional documents, certifications, reports and assurances, as may be requested or required by MDOT which are necessary to carry forth the provisions and obligations of the Contract, or are in furtherance of preliminary engineering for the Project, and the execution thereof shall constitute conclusive evidence approval of any such completions is authorized.

RESOLVED this the _____ day of _____ 2017, upon motion made by Alderman _____ and seconded by Alderman _____ and approved by the following vote:

Alderman William Brooks _____

Alderman Kristian Kelly _____

Alderman Ronnie Hale _____

Alderman George Payne _____

Alderman Joel Gallagher _____

Alderman John David Wheeler _____

Alderman Raymond Flores _____

I, hereby, certify that the foregoing is a true copy of the Resolution adopted in the regular meeting of the Mayor and Board of Aldermen of City of Southaven on the _____ day of _____, 2017.

ATTEST:

Andrea Mullen, City Clerk

**UNANIMOUS CONSENT TO ACTION
BY THE DIRECTORS OF
WAGGONER ENGINEERING, INC.**

The undersigned, being all the Directors of Waggoner Engineering, Inc., a Mississippi corporation (the "Corporation"), do hereby, pursuant to Section 79-4-8.21 of the Mississippi Business Corporation Act, consent to the following resolutions adopted in the name of and on the behalf of the Corporation, without the necessity of a formal meeting of the Directors of the Corporation, and in lieu thereof.

WHEREAS, the Corporation desires to authorize its officers to sign and deliver to clients and customers agreements for the performance of work by and on behalf of the Corporation, without further action or ratification by the board of Directors; and

WHEREAS, the Directors of the Corporation believe it is in the best interests of the Corporation to grant such authority to the officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED,

1. Each of the following officers of the Corporation shall be, and hereby is, authorized to execute and enter into contracts on behalf of the Corporation for the performance of any and all engineering, surveying, and other work of a type routinely performed by the Corporation:

Joe A. Waggoner – Chairman/Chief Client Relations Officer

Emad Al-Turk – President

Hunter Arnold – Vice President of Operations, Central Region

Anthony Brister – Vice President of Operations, Southern Region

Tracy M. Huffman – Vice President of Operations, Northern Region

2. Each of the authorized officers of the Corporation shall be, and hereby is, authorized and directed to execute on behalf of the Corporation any documents and to take such actions as he may deem necessary or advisable in furtherance of the resolutions adopted hereby, the execution or taking thereof by an authorized officer of the Corporation to be conclusive evidence of approval and authorization of each of such documents and each of such actions by the Corporation.
3. All actions heretofore taken by the Corporation in furtherance of the resolutions adopted hereby shall be, and hereby, ratified, affirmed and approved in all respects.
4. This Unanimous Consent to Action shall serve in lieu of a meeting of the Board of Directors of the Corporation.

The undersigned, being all the Directors of Waggoner Engineering, Inc., do hereby waive any notice of the time, place and purposes of a meeting of the Directors of the Corporation which may have otherwise been required by the Mississippi Business Corporation Act to transact the business described above and do hereby ratify, approve and affirm all actions which are noted in the foregoing and the resolutions adopted herein, this Unanimous Consent to Action having been executed on the date(s) indicated below. The Secretary of the Corporation shall be, and hereby is, authorized and directed to file this Unanimous consent in the Minute Book of the Corporation.

Date: 11/2/2016




Joe A. Waggoner, Director & Chairman

Date: 11/8/2016




Tracy M. Huffman, Director

Date: 11/8/2016



Anne Miglaese, Director

Date: 11/8/2016



Bertil Nordin, Director

EXHIBIT 2

Scope of Work

This CONSULTANT shall provide all necessary professional services required to complete environmental studies required as an environmental assessment, all necessary field surveying, determination of required Right-of-Way limits, centerline soil profile, geotechnical investigation, and roadway hydraulic design for the preparation of construction plans. The project includes a new approximate 0.5 mile route of **Nail Road between Elmore Road and Swinna Road in DeSoto County, MS**. The proposed project is located in a commercial/suburban area in the City of Southaven Corporate Limits. The proposed project will consist of a new 4-lane divided urban roadway with raised median, bike lanes on each side, curb and gutter, sidewalks, and landscaping. The proposed improvements will include the required turning lanes as dictated by the traffic study prepared as part of the environmental document. If traffic signals are required, the LPA may pursue a supplemental agreement. Median openings will be typically spaced at 1760 foot intervals. The proposed sections will be designed to meet the requirements of Type 2B access meaning access to the roadway will be limited to the planned median openings only. Two existing access points of the project are anticipated to have a design variance for full access median openings. While no hydraulic bridges are anticipated within the limits, there is at least one major hydraulic design crossing within regulated floodway area that will require hydraulic recommendations, with a box bridge anticipated. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM defer, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted between by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

Surveys shall at all times comply with the following:

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and

5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Traffic data, including volume, classification, and turning movement counts, required for the analysis and provided for the specific CONTRACT
4. Available traffic growth rates, design and peak hour factors;
5. Copies of the MDOT publications, regulations, and standards, as applicable;
6. Copies of previous studies/analyses, environmental assessments, conceptual plan, and other information pertaining to the project;
7. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
8. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;
9. Pavement design;
10. Special provisions, interim standard specifications, and pay item numbers that are presently being utilized by the MDOT that are not shown in the MDOT Standard Specification book;
11. Computer files (depending on availability) may include Computer Aided Design and Drafting (CADD) files, GIS data, or Survey Control Points set by other Surveyors on or near the project employed by the LPA; and
12. Right-of-Way Certification: LPA shall prepare and properly execute a Right-of Way Certification to MDOT including: certification for the acquisition of Right-of-Way, utility status report, existing Right-of-Way encroachment certification.

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos located on the MDOT Roadway Design Division's File Transfer Protocol (FTP) site, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

Hydraulic design shall conform to the MDOT's Roadway Design Manual, 23 CFR 625, 630 AND 650, 44 CFR Part 60.3(d)(3), the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General laws of 1979, 1st Extraordinary session of the State, as amended) and Federal Emergency Management Agency (FEMA) regulations and any other State or Federal regulations as appropriate.

This project shall be performed using English units, unless stated otherwise by the MDOT.

For other type contract plans sheets:

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

As a minimum, the Scope of Work shall be divided into two phases as follows:

FIELD REVIEW PLANS

Part 1 -- Kick-Off Meeting

Part 2 -- Hydraulic Recommendations

Part 3 -- Centerline Soil Profile and Preliminary Geotechnical Design Report

Part 4 -- Preliminary Right-of-Way Plans

Part 5 -- Field Inspection Plans

Part 6 -- Final Right-of-Way Plans

Part 7 -- Final Right-of-Way Maps and Deeds

OFFICE REVIEW PLANS

Part 1 -- Office Review Plans

Part 2 -- Final Contract Plans

PLANNING STUDIES:

The CONSULTANT shall conduct Capacity Analyses in accordance with the Highway Capacity Manual (HCM, Current Edition at the time of the CONTRACT of the project) and the Highway Capacity Software (HCS, Current Version at the time of the CONTRACT of the project) for an operational determination of the roadway connection. Other analytic tools or software may be used by the CONSULTANT, but only with the prior written approval of the MDOT, and only after the CONSULTANT has demonstrated to the MDOT that the results produced are comparable to the HCM and HCS. Output Measures of Effectiveness (MOE) of other analytic tools shall be translated to comparable MOE, e.g. Level of Service of the HCM.

ENVIRONMENTAL STUDIES:

A. GENERAL:

The CONSULTANT will perform an Environmental Assessment (EA) of a proposed new roadway connecting Nail Road from Elmore Road to Swinnea Road on new location, approximately one-half mile in length. As part of the EA, the CONSULTANT will consider a 'no build' and no more than one 'build' alternative. This study shall meet the requirements of the National Environmental Policy Act 23 CFR-771, FHWA TA 6640.8A, SAFETEA-LU, applicable executive orders, and other applicable state and federal laws. The environmental decision making process shall include the five major task items shown below:

- Task 1 - Project Management
- Task 2 - Data Collection and Evaluation
- Task 3 - Corridor Analysis
- Task 4 - Public Involvement Program
- Task 5 - Environmental Assessment & Finding of No Significant Impact

1. PROJECT MANAGEMENT

1.1. Project Organization and Schedule

The CONSULTANT will be responsible for internal project organization, including sub-consultant contracts and responsibilities, and coordination with governmental and agency personnel which will have input on the study. A task specific schedule outlining responsibilities and completion dates will be developed, expanding on the study flow diagram, to ensure project completion on time and within budget.

1.2. Project Initiation Meeting

The CONSULTANT will meet with appropriate LPA, Mississippi Department of Transportation (MDOT) and Federal Highway Administration (FHWA) staff. The purpose of the meeting will be to discuss the task-specific schedule; to establish ground rules and project expectations within the confines of the scope; to exchange relevant information and documents; to initiate requests for other necessary data; and to explain administration of the contract. The CONSULTANT will prepare an agenda and a sign in sheet for the meeting. Following the meeting, the CONSULTANT will prepare the meeting notes.

1.3. Monthly Progress Reports and Meetings

The CONSULTANT will submit to the MDOT monthly progress reports outlining the work completed to date and an updated schedule of the tasks remaining for a timely completion of the project. The

CONSULTANT will also be available to attend periodic progress meetings with MDOT personnel to discuss project status, issues, schedule and invoices – this scope should consider four (4) such meeting will be required.

1.4. Project Coordination

This task includes overall project management, liaison with the MDOT, sub-consultants, and team members, and written documentation as appropriate for all meetings which are not specifically addressed elsewhere in this Scope. Communications and coordination with other federal, state, and local agencies will be closely coordinated with the MDOT. The CONSULTANT will utilize the Project Manager identified in the proposal for this environmental study to maintain efficient project coordination. The Project Manager will be responsible for project coordination and communication issues under this task which will be summarized in the monthly progress reports.

1.5. Final Product Submittal

Reference material utilized by the CONSULTANT will be noted, and an accurate and complete bibliography will be part of the draft and final documents. Utilization of unpublished material or otherwise not easily accessible material will be specifically coordinated with the MDOT prior to its use in the document. The CONSULTANT will supply MDOT with hard and digital copies (MicroStation V8.1 or later) of the final plan view of the alternative on the aerial photography and the exhibits created for the public involvement. All mapping will be prepared in Mississippi State Plane Coordinates. GIS data and constraints mapping shall be furnished in Geo-Media (version 5.2 or later) or in a compatible format.

2. ENVIRONMENTAL DATA COLLECTION AND EVALUATION

2.1. Socio-Economic Data

2.1.1. Land Use Data

Collect data regarding past and present land usage as well as future land use plans, proposed developments, zoning guidelines and observed growth trends. Land use will be determined in coordination with the appropriate local authority.

2.1.2. Cultural Features and Community Services

Through contact with local officials, research of tax rolls, and field inventory, identify in the project area the following:

- Medical facilities (hospitals, clinics, emergency rescue facilities, convalescent centers, ambulance facilities for the handicapped, etc.).
- Fire stations.
- Educational facilities (public and private) -- Identify bus routes, student walkways and school crossings.
- Religious institutions.
- Cemeteries (public and private).
- Public (government) buildings and civic facilities.
- 4(f) and 6(f) lands (parks, etc.).
- Recreational & other public use areas.
- Historic Districts, Structures, Markers, Places of Historic Significance, etc.
- Other entities identified as contributing to the cultural identity.

This information will be placed on base mapping for use in evaluating avoidance areas and potential impacts. This data will be utilized as addressed in Task 3.1.1 - GIS Analysis

2.1.3. Relocation Impact Data

2.1.3.1. Obtain information necessary to make assessments of the impacts of the alternative.

Note neighborhoods, economic, and racial/ethnic groups. This will include the racial/ethnic makeup of the neighborhoods, location/descriptions of neighborhoods, ages and economic status of occupants; and the impact of the proposed facility on the neighborhood(s). The number, if any, of handicapped/disabled displacees and/or large families shall be included.

The approximate number of residential, business, and nonprofit organization relocations will be determined. This will include the type of structure and age of displacement dwellings. An inventory of replacement dwellings including, but not limited to, the number and types of homes available, size, age and asking price will be provided. This information will detail how all displacees can be relocated to Decent, Safe, and Sanitary Housing and what properties are available within project vicinity to purchase for commercial, non-profit and residential relocations.

The CONSULTANT will develop a list by name of businesses and product or function and non-profit organizations listed by name and function, that is affected by the proposed plan. Details concerning the number of employees presently working; the potential for loss of jobs and the plan to relocate or close down these businesses and non-profit organizations will be determined. Also included will be information about businesses for sale and commercial tracts for sale in the project area. This information will include asking price, location and size and type of property.

The CONSULTANT will make an assessment of cultural, aesthetic, or unique features that contribute to the socio-economic vitality or contribute towards the quality of life for the community.

2.1.3.2. Relocation Plan Documentation

A relocation plan will be generated from the information collected and will address any major miscellaneous personal property moves, such as parts of large businesses or other concerns that are not classified as business relocations.

The CONSULTANT will prepare an estimate of the length of time required to conduct the acquisition/relocation phase of the project and the ROW facilities required to accomplish the purchase. The CONSULTANT will prepare and provide MDOT with mapping which shows the required takes including an estimate of the right-of-way costs. This information will be summarized in a Relocation Report to be included in the draft environmental documentation.

2.1.4. Census Tracts and Socio-economic Data

Obtain and convert Census data for evaluation of the following characteristics of the study area:

- Population
- Household income levels
- Age
- Minorities

- Household size
- Number and type of housing units
- Employment characteristics
- Housing value and rent estimate
- Retail activity and value
- Housing and commercial vacancies

2.2. Farmlands & Government Program Properties

In accordance with the Farmland Protection Policy Act of 1984, determine if farmlands are prime, unique, statewide, or of local importance. Assess the acreage, direct and indirect potential for impacts and, through coordination with appropriate US Department of Agriculture (USDA) and Natural Resource Conservation Service (NRCS) officials, complete Form AD1006.

Coordination with USDA and NRCS, and other applicable agencies, shall determine the location of property included in the Wetland Reserve Program (WRP), Conservation Reserve Program (CRP), and other government program related conservation easements within the project's study area.

2.3. Visual Effects and Aesthetics

2.3.1. Existing Landscape

The CONSULTANT will conduct a visual inventory of the existing landscape with respect to its visual character and visual quality. Determine the view-shed and, where possible, separate the study area into smaller identifiable geographic areas (landscape units) for explanation purposes. (Throughout the public involvement process the study area's landscape units shall be continually refined)

2.3.2. Existing Visual Character

The CONSULTANT will identify the topographical features of the area. Identify the water resources and determine their type and relative visual importance to the study area. Identify the vegetative elements within the study area, and determine the type and magnitude of vegetative cover. Identify the type, magnitude and, where appropriate, the uses associated with the manmade development in the study area.

2.3.3. Existing Visual Quality

The CONSULTANT will identify visually sensitive resources. Identify the different individuals/groups with an interest in the aesthetics values and sensitive resources in the study area.

2.4. Contaminated Sites and Hazardous Materials

2.4.1. Visual Reconnaissance

CONSULTANT will perform a visual site reconnaissance of the project area, to the extent properties are accessible, during performance of other field activities. Hazardous, toxic, and non-hazardous waste sites that are readily visible will be noted.

CONSULTANT will review available historic maps and aerial photographs of the project area for evidence of historic activities within the project area that might indicate the presence of hazardous, toxic, or non-hazardous waste sites.

Locations of sites and facilities (e.g., hazardous waste sites, solid waste sites, locations of oil and gas wells, pipelines, and other related items) will be identified on base mapping. Additional text will be provided as needed, to provide adequate information regarding specific sites. A digital file for these sites will be prepared.

2.5. Natural Features Data

2.5.1. Wetlands

The CONSULTANT will identify potential jurisdictional wetlands falling partially or wholly within the project boundaries or which may be affected by the project. Information referenced may include infrared photography, National Wetlands Inventory (NWI) maps, quadrangle maps, soil maps, and other related items. Referenced information will not substitute for the requirement for an on-site field inspection. Therefore, fieldwork will be executed to ground-truth desktop wetland data analyses and to provide basic information for classification of wetland types as well as the extent of wetland systems(s). Wetland types will be characterized and the extent of the wetlands will be identified using the routine method set forth in the Corps of Engineer's 1987 manual and any regional supplements to Corps Delineation Manual. No formal wetland delineation and/or request for jurisdictional determination from the Corps of Engineers will be prepared. During the development of the alternative attention will be given to avoiding and minimizing impacts to wetlands, streams, and other waters. A narrative addressing the avoidance and minimization effort will be included in the documentation. A proposed mitigation plan for the unavoidable wetland and stream impacts will include, at a minimum, a quantification of the impacts for each site and a narrative on a provision for mitigating the loss.

The CONSULTANT will classify wetlands utilizing U.S. Fish and Wildlife Service's "Classification of Wetlands and Deepwater Habitats of the United States. 1979, reprinted 1992".

The CONSULTANT will identify Corps of Engineers potential jurisdictional limits on aerial photography.

2.5.2. Other Waters and Streams

Other waters falling under the jurisdiction of the USACE will be identified, classified, quantified, and located.

Streams with the potential for being impacted will be identified with an assessment of their physical and functional characteristics. GIS coordinates or acceptable mapping of the locations shall be provided along with a 'Best Professional Judgment' approach for potential impacts and requirement for mitigation.

2.5.3. Outstanding Waters

The CONSULTANT will identify any Outstanding Waters in the project area (designated scenic or high quality streams, etc.).

2.5.4. Soils

The CONSULTANT will obtain information to generally describe the soils composition along the developed alternative using county soil survey maps and other available information from the Natural Resources Conservation Service. An effort will be made to determine/identify soils within the construction limits with potential to be problematic (i.e. soils with high percentage of sand, high volume change characteristics, etc.). Estimated right-of-way limits will take into consideration the effects of any of the problematic soils identified.

2.5.5. Floral Communities

The CONSULTANT will obtain information by field survey to describe generally the natural communities in the project area and, more specifically, to describe the area within the proposed right-of-way limits in terms of recognized vegetative community types.

2.5.6. Faunal Communities

The CONSULTANT will make note of fauna observed in the field while collecting other information. Outline what species might be expected to be found based on flora.

2.5.7. Terrain

The CONSULTANT will generally describe the morphology of the land in the project area and the underlying geology, if significant.

2.6. Threatened and Endangered Species (TES)

A survey for all TES will be performed with appropriate coordination with USF&W and MDWFP. The CONSULTANT will:

- Identify any designated critical habitat through coordination with U.S. Fish and Wildlife Service.
- Identify "suitable habitat" through contacts with Federal and State Agencies and field inspections.
- Identify known, recorded occurrences of endangered and/or threatened species by contacts and field inspection.
- Perform a concentrated field search of high probability areas.
- Assess the potential for proximity and secondary impacts.

2.7. Permit Requirements

The CONSULTANT will determine the extent, existence, and location of possible sites or actions requiring permits from one or more of the regulatory agencies with jurisdiction.

2.8. Water Quality

The CONSULTANT will collect data on the existing water quality of water bodies and local aquifers within the project area.

2.9. Noise Study

The CONSULTANT will prepare Highway Traffic Noise Studies which shall fulfill all requirements contained in 23 CFR 772, or changes thereto as they may occur, and shall be prepared in the following phases:

- Identify all existing and planned activities or land uses that may be affected by traffic noise from the proposed project. Every house, school, park, business, etc. within approximately 122 meters (400 feet) of the outside pavement edge of the proposed project shall be identified.

- Measure the existing noise levels for existing activities and developed land uses. At least 1 noise level measurement shall be made for every 15 to 20 land uses identified and for every substantial change in highway traffic.
- Determine the existing, design year no build, and design year build noise levels at each noise sensitive activity or land use identified along the proposed project using a method meeting the requirements of 23 CFR 772.
- Compare the design year predicted noise levels for the no build alternative and the build alternative at each noise sensitive activity or land use with the existing noise levels and with the noise abatement criteria levels given in Table 1 of 23 CFR 772 and make a subjective description of the noise impact at each noise sensitive activity or land use.
- Examine and evaluate alternative noise abatement measures for reducing or eliminating the noise impact on existing activities, developed lands and undeveloped lands for which development is planned.
- Identify those lengths of highway (separately for each side of the highway) and those individual land uses where noise abatement measures are not feasible and reasonable.

The CONSULTANT will prepare Noise Report Documents with a map showing the location of all identified activities and land uses with tables showing the measured and predicted noise levels at each activity and land use.

2.10. Air Quality

It has been agreed upon by MDOT and the CONSULTANT that an air quality assessment is not required for this project. Should analysis for air quality become required under the EA, the CONSULTANT and MDOT will enter into a Supplemental Agreement to modify the scope of services and fees accordingly.

2.11. Cultural Resources

2.11.1. Phase I Survey

A Phase I cultural resources survey of the entire alternative shall be conducted. For this scope, it is assumed that a Phase I Survey will be conducted over the area covered by the new alternative right-of-way footprints which are assumed to be 250' for the main line and less for any connector roads. The survey will be conducted under the Guidelines for Archaeological Investigations of MDOT and the Mississippi Department of Archives and History (MDAH). Crewmembers will walk transects spaced 30 m (app. 98 ft.) apart and systematically examine all areas of exposed ground. In areas where over 30% of the ground surface is covered by vegetation, they will excavate shovel tests at 30 m (app. 98 ft.) intervals along each transect. The shovel tests will be excavated to sterile subsoil or a maximum depth of 50 cm (app. 20 in.), and the fill from each test will be screened through ¼ in. hardware cloth. The alternative will be investigated for the potential for avoidance and, for unavoidable sites, a determination will be made as to whether sites are eligible or ineligible for nomination to the National Register of Historic Places (NRHP).

If archaeological sites are discovered during the survey they will be subjected to a consistent set of investigative techniques. These will include surface collecting and additional shovel testing at 5 to 10 m (app. 16 ft to 33 ft) intervals in order to identify the site's horizontal and vertical limits. Photographs, drawings, and a sketch map of each site will also be made. All sites will be evaluated to the extent possible with survey level data. Sites that require additional data will be recommended for test excavation.

Structures within 75 m (app. 246 ft) of the preferred alternate that are potentially over 50 years old will be photographed and, if possible, a sketch of their floor plan will be made. Information will also be recorded on the building materials and construction techniques used in the structure.

Upon completion of the fieldwork, all artifacts will be washed, catalogued, and analyzed according to the requirements of the MDOT and MDAH. Archaeological site forms and standing structure forms will be completed and submitted to MDOT for submittal to the MDAH. The archaeologist will make every effort to access each site and the existing structures to recommend whether or not the site/structure/land is eligible or not eligible to be included in the NRHP.

2.11.2. Phase II and III Archeology

Any NRHP test excavations (Phase II or Phase III investigations) will be considered as additional services or recovery operation and the CONSULTANT and the LPA may enter into a Supplemental Agreement to modify the scope of services and fees accordingly.

2.11.3. American Indian Coordination/Consultation

The CONSULTANT will coordinate with MDOT for the necessary services to address the requirements for consultation with the Federally-recognized Native American Tribes for potential impacts to sites deemed culturally important to their history in coordination with directives from the Federal Highway Administration.

2.11.4. Cultural Resources Survey Report

The CONSULTANT will provide a summary of the report that will be included in the reevaluation.

It has been assumed that all significant cultural resources will be avoided by the project. If some resources cannot be avoided, then it is likely that Section 106 Adverse Effect Documentation and Section 4(f) Documentation will have to be prepared along with Memorandum of Agreements. These tasks, plus the actual mitigation, are considered outside the scope of the present work. If Section 106 or 4(f) documentation is necessary to complete the environmental documentation or mitigation plans requested, then the CONSULTANT and MDOT may enter into a supplemental agreement to modify the scope of services and fee accordingly.

2.12. Secondary and Cumulative Effects

Data related to secondary and cumulative effects of the project upon social, economic, and environmental resources will be compiled through interagency coordination with due consideration to the concerns discovered during the public involvement process.

3. CORRIDOR ANALYSIS

3.1. Data Collection and Evaluation

The CONSULTANT shall collect data necessary for the development of the alternative. This activity consists of collecting various types of information and materials relative to engineering evaluation within the study area. The information should include adequate data to perform a thorough evaluation of the location and design of the alternative and identify constraints.

- Periodic adjustments and updates to the data sets will be necessitated as ongoing changes to the alternative.

- Additional study areas resulting from this phase will be included in the data bank.
- Where necessary, additional survey information shall be obtained from the field in order to accurately depict, evaluate or otherwise establish alternatives for any existing features as well as the proposed alternative. Should survey beyond the scope of this study, not available from other sources, be required in order to determine the approximate footprint of the project or to evaluate potential impacts, then the CONSULTANT and the LPA will enter into a Supplemental Agreement to modify the scope of services and budget accordingly.

3.1.1. Mapping

The CONSULTANT will obtain mapping from the MDOT and other public sources and create base maps at a minimum scale of 1" = 400' following existing roadway and 1" = 200' in urban/highly developed areas, right-of-way sensitive areas and on new alternative.

3.1.2. GIS Analysis

The CONSULTANT will develop a GIS for the project to map out and analyze the various natural, human, and cultural environmental information within the study area. The GIS will include both secondary (available from existing sources) and primary (field collected) information. The primary source information will be related to archaeological and ecological studies performed for this project. The GIS will be developed utilizing GeoMedia or in a format approved by MDOT.

3.1.2.1. Develop Project Area Environmental Inventory/Constraints

At the onset of the study, the CONSULTANT will collect secondary source data that is readily available from various Federal and State agencies. As the project continues the CONSULTANT will continue populating the GIS from the primary and secondary sources as information is made available. This primary and secondary environmental source information shall include (where applicable and if available) but not be limited to:

- Land Use Data
- Areas of Social Interest (medical facilities, schools, parks, churches, etc.)
- Residential and Community Information
- Census Information (income levels, minorities, age, etc.)
- Hazardous Waste Sites
- Water Bodies (lakes, streams, rivers, tributaries, etc.)
- Wetlands
- Unique Farmland & USDA Program Conservation Easements
- Threatened and Endangered Species / Species of Concern
- Areas of Cultural Significance
- Flood Plains and Flood Ways
- Existing Roads and Road Features
- Railroad
- Proposed Alternative
- Wildlife Refuges and Management Areas
- Wild and Scenic Rivers

3.1.2.2. GIS Alternative Impact Assessment

The CONSULTANT will use GIS to assist in determining the impacts to the various environmental features located within the project area. Revisions to the proposed alternative and the resultant impacts analysis due to

alternative revisions shall be included under this task. The impacts will be presented by environmental feature for the alternative.

3.1.2.3. Property Ownership

The CONSULTANT will obtain available records from the County Tax Assessors Office to identify property ownership information within the proposed alternative. Property boundaries and owner's name and address will be entered into the GIS for properties within the potential footprint of the project's proposed alternative.

3.2. Engineering and Concept Design of Alternative

The CONSULTANT will prepare concept plans and narrative for the alternative.

3.2.1. Design Criteria

The CONSULTANT will utilize appropriate design criteria for the project. The design criteria will include MDOT roadway design data for each roadway classification required for the project.

3.2.2. Geometry and Typical Sections

Horizontal geometry, vertical geometry, and typical sections will be utilized in accordance with the established design criteria. Recommendations for location of the new roadway and necessary existing roadway improvements will be illustrated on plan/profile exhibits at a horizontal scale of 1"=200'. The exhibits will also indicate estimated required right of way and readily apparent utility relocations for the improvements. A "Key" Plan at a large scale will be developed to show the overall study area for use at public involvement meetings. The alternative will be developed in coordination with MDOT based upon the positive and negative attributes of the location.

3.2.3. Intersection Analysis and Schematic Layouts

Data collection of existing traffic shall include two 8-hour traffic movement counts at Elmore Rd and at Swinnea Rd and 48-hour directional volume/classification approach counts on all approaches at Elmore Rd and Swinnea Rd. Projected intersection traffic volumes by turning movement will be used for planning level capacity analysis. This analysis will be used to determine the interchange/intersection configuration required for the design year.

3.3. Floodplain Analysis

National Flood Insurance Program (NFIP) maps and/or information developed by MDOT will be used to determine whether the alternative will encroach on the base (100-year) floodplain. Unavoidable regulated floodways in the study area will be minimally impacted, where possible. Where practicable, proposed alternatives will avoid longitudinal encroachments of floodplains and cross floodways in a near perpendicular manner. Floodplain areas within the study area will be determined and mapped, and encroachment acreage will be quantified. The discussion will identify the number and extent of encroachments, potential for increased flood hazard, any support of incompatible floodplain developments, and their potential impacts. If the alternative includes a floodplain encroachment having significant impacts, a finding that it is the only practicable alternative as referenced by 23 CFR 650, Sub-part A will be presented.

Coordination with the Federal Emergency Management Agency (FEMA) and appropriate state and local agencies will be undertaken for each floodplain encroachment. Drainage areas will be reviewed and analyzed

using existing plans and quadrangle maps. Major cross drain structures will be indicated on the plan/profile exhibits.

4. PUBLIC INVOLVEMENT PROGRAM

4.1. Public Meetings and Hearings

The CONSULTANT will organize and promote a public scoping meeting and a public hearing. The public scoping meeting and hearing will be open house formats to allow attendees to review exhibits, discuss issues with project personnel, and provide written and verbal comments. A method (tape recorders or court reporter) will be available at the hearing to transcribe comments that individuals may want to give verbally.

The CONSULTANT will send special letters of invitation to public officials, elected officials and other key stakeholders giving notification of each meeting and hearing. The CONSULTANT will prepare the letter(s) and submit to the LPA for distribution. The CONSULTANT will assist MDOT in the preparation of appropriate print advertisements and notices for use in announcing the meetings in the media. The CONSULTANT will assist MDOT in assuring that the advertisements for the meeting are placed in suitable media, distributed locally, or by other means to reach as broad a spectrum of the community in the study area as possible.

The CONSULTANT will prepare name-tags, sign-in sheets and comment cards for the meetings and public hearing. The CONSULTANT will prepare the exhibits and handouts for the meetings and hearing according to MDOT standards. The CONSULTANT will also provide light refreshments at each public meeting and the hearing.

The CONSULTANT will provide summary documentation following the public meetings and hearing within ten (10) days following the close of the comment period.

5. ENVIRONMENTAL ASSESSMENT & FINDING OF NO SIGNIFICANT IMPACT

5.1. Studies and Text Preparation

5.1.1. Cover sheet

5.1.2. Summary

5.1.3. Table of Contents

5.1.4. Purpose of and Need for Action

Per MDOT direction, the CONSULTANT shall develop the Draft Purpose and Need using capacity, safety, legislative directive, economic developed/planned growth, modal relationships, system linkage, and roadway deficiencies as guidance. In accordance with the provisions of SAFETEA-LU, the Purpose and Need will be finalized as the study progresses and after opportunities for public/ agency input. The Purpose and Need will be coordinated with MDOT for review and approval.

5.1.4.1. Capacity

The CONSULTANT will develop and discuss the capacity of the existing system, the present level of service, and any deficiencies of the system in serving the motoring public. Include a discussion on the future level of

service of the system once the proposed project is completed and how this action will affect traffic capacity throughout the network.

5.1.4.2. Safety

The CONSULTANT will summarize and discuss data on accidents that have occurred in the study area. Prepare a table to illustrate accident types, frequency, percentage increase or decrease over a period of time, and the rate of accidents when compared with the statewide average for similar facilities.

The CONSULTANT will develop and discuss existing roadway deficiencies and how the proposed project may correct or improve upon existing conditions.

5.1.4.3. Mobility

The CONSULTANT will develop and discuss how the proposed project fits into the existing and future transportation system and what the contribution of the proposed action will be towards developing a sound transportation network. Also discuss how the proposed project will meet the essential needs of the system and the state.

The CONSULTANT will develop and discuss the relationship of the proposed project to State, County, and urban transportation plans. Document that the proposed project is being developed with local input and is consistent with local goal-attainment policies.

The CONSULTANT will prepare a brief history of how local, State, and Federal governmental plans support the proposed project.

The CONSULTANT will develop and discuss the types of social and economic traffic generators, both existing and future, which exert travel demands on the proposed project. Prepare a map (exhibit) which identifies these generators in relation to the proposed project. A listing of existing and future development in the corridor will also be provided to increase understanding of growth potential.

The CONSULTANT will prepare a discussion concerning the different types of transportation modes that interface with the proposed project and establish how the proposed project will complement these modes.

5.1.5. Study Alternative

The CONSULTANT will incorporate the materials prepared under previous Tasks in order to quantify impacts.

5.1.5.1. Affected Environment

The Affected Environment section will provide a concise description of the existing social, economic, and environmental setting of the area affected by the proposed action. The description will be general in nature and address the entire project alternative.

Environmentally sensitive areas and natural and community features will be identified and discussed. However, this section will not, for security against vandalism, identify the specific locations of archaeological and threatened and endangered species sites and data.

The Affected Environment section will focus on significant community and environmental issues and values. Photographs, illustrations, and other graphics, in conjunction with narrative will be used to enhance the reader's

understanding of the area. If there are other federal actions or activities taking place or proposed to take place in the area, then these will be identified and their interrelationships discussed. An effort shall be made to identify context sensitive aspects within the study area and then to collaborate these issues during the development of alternative with the community. The 'Build' Alternative shall strive to minimally disrupt the community and add lasting value to the community.

5.1.5.2. Environmental Consequences

The CONSULTANT will prepare graphics and write text portions which evaluate the environmental impacts which could result. Include, when appropriate, the following graphics:

- Existing and future land use
- Noise analysis receptor sites, location map
- Wetland site location map
- Base floodplain location map
- Analysis of build alternative will be made. Among the items to be considered are social, economic, historic, cultural, recreational, archaeological, noise, air, hazardous materials, wetlands, floodplains, farmland, endangered or threatened species and/or their habitat.
- Proposed conceptual mitigation measures will be developed by the CONSULTANT to reduce or alleviate impacts. The MDOT's Standard Specifications cover many impact situations and will be referenced as appropriate. Other appropriate mitigation measures not covered by the Standard Specifications will be developed by the CONSULTANT to handle those areas of special concern including but not limited to wetlands, wildlife habitat, aesthetics, noise, historical and archaeological sites, and tourism impacts.
- Proposed conceptual mitigation will be coordinated with the MDOT prior to consultation with other agencies.
- Include discussion of potential impacts and proposed mitigation measures for the following areas of interest.

5.1.5.3. Land Use

The CONSULTANT will evaluate the project's relationship to and probable effects upon growth trends and land use in both the immediate area and a potential larger sphere of influence of the project, distinguishing between anticipated impacts due to the project and changes which would take place irrespective of the project.

5.1.5.4. Farmlands & Conservation Easements

The CONSULTANT will evaluate impacts to farmlands in accordance with provisions of the Farmland Protection Policy Act. Avoidance and minimization for the use of farmland shall be evaluated in the preparation of the alternative. The Farmland Conversion Impact Rating form shall be coordinated with NRCS. The CONSULTANT will coordinate with USDA & NRCS to locate all WRP & CRP properties in the study area.

5.1.5.5. Social, Relocation, and Economic Impacts

- Discuss impacts on community service facilities both directly (relocation) and indirectly.
- Discuss impacts on the community and neighborhoods, economically and socially.
- Summarize relocation costs.
- Discuss potential relocation problems.

- Approximate right-of-way costs.
- Discuss Environmental Justice.

5.1.5.6. Air Quality Impact (qualitative discussion per Tasks 2 and 3)

5.1.5.7. Noise Impact – Prepare a qualitative discussion per Tasks 2 and 3 for the potential noise impacts to receptors for the alternative.

5.1.5.8. Water Quality

The CONSULTANT will evaluate potential water quality impacts resulting from construction and operation of the facility, such as sedimentation, nutrient loading, toxic substances, etc. Identify any Clean Water Act 303(d) impaired water bodies that could be affected by the proposed transportation improvements. Evaluate and coordinate potential involvement with any local aquifer system. The CONSULTANT will develop conceptual mitigation measures for any significant water quality impacts.

5.1.5.9. Permits

Identify potential permit activities.

5.1.5.10. Wetlands and Streams

The CONSULTANT will perform an assessment of the measures and considerations taken for avoidance and minimization in developing the alternative. The CONSULTANT will quantify and assess impacts to Corps of Engineers jurisdictional wetlands as mapped on aerial photography, and substantiate proper "sequencing" according to Section 404(b) (1) Guidelines. The CONSULTANT will evaluate and quantify effects upon wetland and stream functions and values. The EA will include a "Wetlands Finding" providing a preliminary proposal on mitigation for unavoidable wetland and stream impacts. MDOT will designate proposed mitigation banks for wetland or stream mitigation.

5.1.5.11. Impacts to Natural Biota, Water Bodies, Wild and Scenic Rivers, and High Quality Streams

- Evaluate effects of the alternative on the floral and faunal communities.
- Determine the significance of identified impacts.
- Items of special or local interest will be noted and evaluated within the context of the project (for example large trees, unique habitat, high quality waters of the US, wildlife corridors, etc.).
- Identify the location and extent of water body modifications.

5.1.5.12. Floodplain and Floodway

The CONSULTANT will summarize and incorporate information prepared under Task 3 for the proposed alternative.

5.1.5.13. Threatened and Endangered Species

The CONSULTANT will develop and incorporate a summary of the threatened and endangered species information collected and analyzed under Tasks 2 and 3.

5.1.5.14. Archaeological/Historical Impacts

The CONSULTANT will summarize and incorporate the information prepared under Task 2 and 3 with copies provided for distribution to MDAH and appropriate Federally-recognized American Indian Tribes.

5.1.5.15. Hazardous Materials

The CONSULTANT will summarize and incorporate the findings and quantification of potential impacts for the build alternative based on the information prepared under Task 2 and 3.

5.1.5.16. Visual Impacts

The CONSULTANT will develop and incorporate a summary of the visual impacts for the build alternative based on the potential sites and other features identified and analyzed under Tasks 2 and 3.

5.1.5.17. Energy

The CONSULTANT will develop and incorporate a discussion in general terms of the construction and operational energy requirements and conservation potential of alternative under consideration.

5.1.5.18. Construction Impacts

The CONSULTANT will develop and incorporate a discussion of any anticipated impacts related to the construction of the proposed project such as:

- Air quality impacts related to open burning and dust control;
- Noise impacts related to construction activities;
- Water quality impacts related to erosion control, sedimentation, and turbidity reduction;
- Traffic maintenance and detour routing;
- Maintenance of access to businesses and residences;
- Safety considerations;
- Public involvement and community interaction to ease disruptive effects;

5.1.5.19. 4(f)/6(f) Lands

MDOT does not anticipate that the project study will require the involvement of any significant historical or archaeological sites that would require a Section 4(f) evaluation. If, however, this work is deemed necessary, the LPA may negotiate a Supplement Agreement to complete this work.

5.1.5.20. Secondary and Cumulative Effects

The CONSULTANT will develop and incorporate a discussion of the potential for secondary and cumulative effects upon the social, economic, and environmental resources.

5.1.5.21. Comments and Coordination

The CONSULTANT will provide documentation of coordination effort with the public, communities and businesses, elected officials, Native Americans, regulatory agencies, and other stakeholders. A list of agencies, organizations and persons to whom copies of the environmental document were provided will be included.

5.1.5.22. Appendices

As required for a clear understanding and justification, appendices will be prepared to present technical discussions, studies, memorandums, etc.

5.1.5.23. Exhibits

Drawings deemed necessary as a result of environmental studies and assessment of alternative will be produced. Plan views of the alternative will be presented.

5.1.5.24. Tables

When necessary or appropriate, data will be presented in tabular form to facilitate comparisons or presentation of large data sets.

5.2. Coordination and Draft Document Preparation

5.2.1. Meetings

The CONSULTANT will coordinate and participate in the public meeting and public hearing as provided for in the Public Involvement Program, Task 4.

5.2.2. Project Team Review

The CONSULTANT shall attend a review meeting to be held by the MDOT. The purpose of the review is for the CONSULTANT to receive comments from the MDOT and the FHWA regarding the format and content of the Pre-Draft.

5.2.3. Submit Pre-Draft EA (layout and copying).

The CONSULTANT will prepare and submit to MDOT twelve (12) hard copies of the Pre-Draft EA for review.

5.2.4. Submit the Preliminary EA

The Pre-Draft EA shall be revised, reflecting those comments obtained from the Project Team's Review. Eight (8) copies of the Draft EA will be submitted to the MDOT for review and approval by the MDOT and the FHWA. The CONSULTANT should anticipate comments only on new material, on previous comments that might not have been addressed fully, or on text changes necessitated by a change in a part of the text previously unaddressed. The CONSULTANT then will prepare and submit twenty (20) hard copies and ten (10) compact disc copies (Adobe Acrobat version plus the individual electronic files) of the completed Preliminary EA to the MDOT for distribution for the public hearing.

5.3. Prepare the Final Environmental Assessment (EA)

Following the Public Hearing, in consultation with FHWA and the Cooperating Agencies, the CONSULTANT will prepare the final environmental document.

5.3.1. Alternative Selection

Address the engineering and environmental issues raised at the public hearing and subsequent reviews by FHWA and the Participating Agencies. This action is an important part of the study process and shall involve

appropriate staff personnel studying & evaluating the suggestions received as a result of the hearing. This will be done in coordination with the MDOT.

5.3.2. Documentation for the Selected Alternative

The CONSULTANT will revise the draft environmental document to discuss changes to the selected alternative in response to agency and public hearing comments.

The CONSULTANT will add to the final document a Commitment and Recommendation Section that describes commitment and recommendation measures by MDOT to minimize harm to the environment during final design and construction of the project. Provide a detailed Mitigation Plan with comments and responses from state and federal agencies having jurisdiction or an interest in the potential adverse effects of the proposal.

The CONSULTANT will review draft impacts section and revise to reflect preferred/selected alternate and pertinent comments received. Prepare a summary of any final agency comments including a summary/resolution of any other outstanding issues and, where applicable, a discussion of results of any informal endangered species consultation with the U.S. Fish and Wildlife Service.

The CONSULTANT will review and revise as necessary the Comments and Coordination section to reflect public hearing and general comments received.

5.3.3. Document (EA - FONSI)

The CONSULTANT shall submit twelve (12) draft documents for review. The CONSULTANT shall revise the draft document to respond to the MDOT's and the FHWA's comments and submit five (5) copies of the Final Document to the MDOT. Following MDOT approval, the CONSULTANT shall print and deliver to the MDOT thirty (30) hard copies and fifteen (15) (Adobe Acrobat version plus individual electronic files) of the Environmental Assessment and Finding of No Significant Impact (FONSI).

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

A. Centerline Survey and Control:

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
3. Perform hydraulic survey according to the MDOT Survey Manual;
4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection;

5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
6. By the time Preliminary Right-of-Way (ROW) plans are developed, the CONSULTANT will be required to establish the location of property lines, determine ownership from deeds of record, and develop a Property Map of the project according to standard, recognized surveying procedures in preparation for Right-of-Way documents meeting the Mississippi Board's "Standards of Practice" for surveying in the State of Mississippi as set forth and published by the State Board of Licensure for Professional Engineers and Surveyors. The following are required MDOT elements:
 - a) A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project. A detailed description of the property evidence found will be required for each point collected;
 - b) Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected.;
 - c) Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All GLO lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
 - d) All corners and evidence found shall be labeled with coordinates and the description of the evidence found. It shall not be necessary to show station/offset to any corners or to property lines at their intersection with the existing centerline. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 - e) Any distances or bearings shown on this drawing shall be grid;
 - f) North arrow;
 - g) The property point ASC II file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi.
7. Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual; and
8. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question,

unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT.

9. The location of any utility shall be delineated, as described in the MDOT Survey Manual; and

10. Wetlands/Waters Delineation and Reporting Requirements

a) General Assessment Requirements

1. The CONSULTANT will identify all wetlands and streams falling partially or wholly within the project boundaries or which may be affected by the project.
2. Information referenced may include the most recent infrared photography, aerial photography, National Wetlands Inventory (NWI) maps, quadrangle maps, soils maps, etc. Referenced information will not substitute for the requirement for an on-site field determination.
3. Wetlands will be identified using the routine method set forth in the United States Army Corps of Engineers (USACE) 1987 manual. The 2008 Interim Regional Supplemental Guidance to the Corps of Engineers 1987 Wetland Delineation Manual and corresponding Supplemental Wetland Delineation Forms will be used.
4. The CONSULTANT will classify wetlands utilizing United States Fish and Wildlife Service's (USFW) "Classification of Wetlands and Deepwater Habitats of the United States, 1979".
5. The CONSULTANT will map USACE jurisdictional limits on quadrangle maps. Maps will depict the different types of jurisdictional areas.
6. The CONSULTANT will participate in any field review with the USACE, if required.
7. Other waters falling under the jurisdiction of the USACE will be identified, classified, quantified, and located.
8. Other waters, having the potential for being impacted, will be identified with an assessment of their current physical and functional characteristics. Geospatial coordinates of each stream location shall be provided. NOTE: Should a stream require re-routing, the CONSULTANT will thoroughly describe the current stream and provide construction details and location of the new stream design to the MDOT prior to finalizing the design.
9. The CONSULTANT will assess and report all conveyance systems including ephemeral, intermittent, and perennial streams which display bed and bank characteristics and/or Ordinary High Water Marks (OHWM's).
10. The CONSULTANT will collect and map all wetland perimeters, wetland reference sites, wetland data points, stream reaches, stream data points, and photo identification points within the project boundary in the form of shape

files. The CONSULTANT will provide these and any other geospatial items in Mississippi State Plane (East or West) or Mississippi Transverse Mercator for the entire project. These coordinates, site identifiers, station numbers will also be included on the wetland delineation forms and stream descriptions. The CONSULTANT will provide the MDOT Environmental and Roadway Design Divisions with a copy of all shape files.

11. The CONSULTANT will provide the MDOT Environmental and Roadway Design Divisions with a copy of design drawings which indicate the locations of all wetlands and streams surveyed. The CONSULTANT will submit these drawings along with the accompanying wetlands and streams technical report. All digital files shall be prepared using the appropriate seed file provided by the LPA and located in Mississippi State Plane Coordinates.
12. The CONSULTANT will provide the MDOT Environmental and Roadway Design Divisions with two (2) electronic copies and two (2) hard copies of the wetland and stream technical report.
13. The CONSULTANT will ensure that all wetland and stream identification numbers and/or letters flow from the Beginning of Project (B.O.P.) to the End of Project (E.O.P.).

b)Wetlands and Streams Mapping.

1. The CONSULTANT will include aerial and quadrangle Index Maps which show the entire alignment from the B.O.P. to the E.O.P and include beginning and ending station numbers. This index map (on 8 1/2" x 11") should include the ROW boundaries and numbered index boxes corresponding to inset maps.
2. The CONSULTANT will provide smaller scale Inset Maps (8 1/2" x 11") sufficiently expanded to provide greater detail of the wetland and streams encountered within the survey area. Inset maps will include aeriels and quadrangles. These inset maps will include the ROW boundary and Centerline Station Number information along the project segment. Each wetland or stream encountered within the ROW boundary should be identified.
3. The CONSULTANT will provide delineation forms and photos for referenced upland sites adjacent to each wetland survey area.
4. The CONSULTANT will provide wetlands and streams polygons for design plan and profile sheets. For Wetland Sites: each wetland site will have site descriptor and include the site ID, acres of impact, types of impacts for EACH site (i.e., fill, bridge, buffer, etc.), station numbers from beginning to end of each site, and type of wetland. For Stream Sites: each stream segment will have a site descriptor and include the site ID, linear feet of impact, types of impacts for EACH segment (i.e., fill, bridge, culvert, buffer, etc.), station number(s), Cowardin stream classification.

c) Wetlands Assessment Reporting

1. The CONSULTANT will provide a Summary Table of Wetland Impacts describing the following: A heading to include the project numbers, the project extent, and the counties the impacts site are in. The table will describe each wetland impact site separately. It will include the Site Number or letter, Station Number from beginning to end, a single GPS coordinate point locator in Decimal Degrees, Wetland Classification, acres impacted, and type of impact (i.e., fill, 200' bridge, etc).
2. The CONSULTANT will follow the Summary Table of Wetland Impacts with a brief, one-paragraph Wetland Area Description Summary for each of the wetland impact area. It will describe the wetland classification and indicate if the impact site is typical for the area. It will describe any additional wetland classes noted in the area

NOTE: The CONSULTANT will determine if any wetland impact site is located within "special properties" such as USACE, USFWS, United States Forest Service (USFS), Conservation Reserve Program (CRP), Farmed Wetland, Prior Converted, Wetland Reserve Program (WRP), or others not listed prior to conducting assessments. The CONSULTANT will describe the special condition in detail in the descriptor paragraph. The CONSULTANT will notify the MDOT Environmental and Roadway Design Division Engineers immediately when any "special property" is located within project ROW boundaries and which was not reported during the evaluation phase so that alignment adjustments can be considered if needed.

3. The CONSULTANT will follow each separate wetland area descriptor paragraph with an Interim Regional Supplement to the USACE Wetland Delineation Form and corresponding Photos. One form will be required for each wetland area. Forms will include the site number, station numbers, a decimal degree Global Positioning System (GPS) point, and photo numbers. Photos, enough to accurately describe the wetland, will follow each form and will indicate the azimuth and GPS location it was taken. The photo point and azimuth will also be placed on the inset maps for reference. The photo will have a reference feature such as a shovel or person to provide depth of field. One photo at each site will include a close-up view of a soil profile on a sharpshooter or similar immediately after digging.

d) Streams Assessment Reporting.

1. The CONSULTANT will provide a Stream Impacts Section. The CONSULTANT will begin with a Summary Table of Stream Impacts describing the following: A heading to include the project numbers, the project extent, and the counties the project is in. The table will include the Site Number, Station Number(s), a single GPS coordinate point in Decimal Degrees, the Cowardin Stream Classification, Linear Feet of impact, and impact type.
2. The CONSULTANT will follow the Stream Table of Impacts with a detailed, 1 paragraph, Stream Segment Description Summary for each stream

segment. The paragraph will include the Site Identification Number, Cowardin classification of streams, stream bank and bed dimensions including bed slope, bank slope, length/width, current stream height, Ordinary High Water Mark height, bank full height, condition of stream in its current state, stream features (such as riffles, runs, bends, pools, and bends), and any additional features that adequately describe the current functional characteristics of the stream. The paragraph will also describe any bank instabilities, sediment deposits, incisions, or other details.

3. The CONSULTANT will provide photos upstream and downstream at each other water crossing. The photos will be marked with site location, GPS coordinates in decimal degrees, station number(s), stream classification, and Ordinary High Water Mark, and azimuth. A single photo GPS coordinate point, photo number, and directional arrow will be placed on inset maps. Photos will include a reference feature, such as a shovel or person, so as to provide depth of field to the stream being reviewed.

FIELD STAKING:

1. The centerline shall be staked and flagged on 100-foot station intervals prior to the Centerline Inspection. The CONSULTANT shall recover, re-establish and re-flag the centerline, and stake all additional alignments (ramps, loops, detours, C-D roads, local roads, etc.) within 2 weeks of notification by MDOT for the purpose of MDOT preparing a Soil Profile. The alignments shall be recovered, re-established and re-flagged again prior to the Field Inspection. All staking shall be in accordance with the MDOT Survey Manual.
2. Once Maps and Deeds are complete, iron pins (3/4" x 30" rebar) shall be set at the locations of proposed ROW monuments. Accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the MDOT or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two to six inches below the ground surface. It shall be the consultant's responsibility to update ROW monument pin locations due to revisions from the time Maps and Deeds are complete.
3. Once Maps and Deeds are complete, all ROW lines shall be cleared and staked at 100-foot intervals.

FIELD REVIEW PLANS:

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 – KICKOFF MEETING

The purpose of the meeting is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary.

Part 2 –HYDRAULIC RECOMMENDATIONS

Hydraulic design of box bridges and box culverts shall be based on the FHWA Publication, Hydraulic Design of Highway Culverts (HDS-5).

The flow line of box bridges and box culverts shall be set two (2) ft. below the low stream bed elevation.

When a structure is placed in or across a FEMA Regulatory Floodway as shown on the NFIP maps, the consultant will obtain the step-backwater hydraulic model for the specified stream and community from FEMA. Modification of this step-backwater hydraulic model will be required to demonstrate that the proposed development will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths.

Conceptual Recommendations and hydraulic calculations shall be presented to the MDOT and the LPA for review. The Conceptual Bridge Recommendations shall be on the appropriate the MDOT forms as required:

1. “CONCEPTUAL BOX BRIDGE OR BOX CULVERT LAYOUT REPORT”

Upon completion of the review and comments by the MDOT and the LPA the Conceptual Recommendations shall be used in development in the Conceptual Plans.

A site visit, normally conducted in conjunction with the Conceptual Field Review, will be required prior to completion of the preliminary bridge hydraulic calculations and recommendations. Proposed bridge layouts should be staked prior to the site visit to determine if the span arrangements are sufficient. Preliminary layouts for bridges (except detour bridges and box bridges) shall be available for these site visits.

After completion of the Site Visit/Conceptual Field Review, Preliminary Recommendations and hydraulic calculations shall be presented to the MDOT and the LPA for review. The Preliminary Hydraulic Recommendations shall be on the appropriate MDOT forms as required:

1. “BOX BRIDGE OR BOX CULVERT LAYOUT REPORT”

The determination of riprap requirements shall be based on the FHWA Publication, Bridge Scour and Stream Instability Countermeasures, Hydraulic Engineering Circular No. 23 (HEC-23). Further requirement shall be the FHWA Publication, Design of Riprap Revetment, Hydraulic Engineering Circular No. 11 (HEC-11).

One (1) complete set of the Final Hydraulic design/analysis computations, supporting data and reports shall be submitted to the MDOT and the LPA after all changes from the field inspection have been made. This submittal shall include but is not limited to: 1) Computer input and output (electronic); 2) Box bridge and box culvert computations; 3) Survey data (electronic); 4) Supporting drawings; and 5) All correspondence with governmental and regulatory agencies regarding levees and water crossings.

Part 3 - CENTERLINE SOIL PROFILE AND PRELIMINARY GEOTECHNICAL DESIGN REPORT

The CONSULTANT will investigate sub-surface soil and geological conditions along the project route as required to provide the necessary design criteria for structure foundations, pavement support criteria, embankment stability, and other as required by the LPA.

Design Criteria for pavement support shall be determined from a Centerline Soil Profile. The specific objective of this study is to determine the quality and type of soils located along the project. The centerline soil profile shall be completed prior to the submittal of the Preliminary Right-of-Way plans so that the plans reflect slope requirements in areas that contain high-volume-change soils. Specific work requirements include the following:

For this CONTRACT, the CONSULTANT shall perform necessary field and laboratory work to develop and provide the complete soil profile along the centerline of survey. The soil survey shall be performed by the CONSULTANT in such a manner as necessary to produce a report similar in content and format commonly developed by the LPA's District Materials laboratories, and in accordance with MDOT Standard Operating Procedures TMD-20-14-00-000 – *Standard Design Procedures for Construction of Roadways Through High Volume Change Soils*.

The CONSULTANT shall identify the types of soils along the proposed alignment, evaluate their potential use as fill materials, and locate any undesirable low strength surface soils which may require undercutting or other remedial measures for construction. From the original soil profile, a tentative base design will be formed by the LPA and any undesirable strata shall be noted for special consideration by the Project Engineer in charge of the actual construction. It is of distinct value in determining soil strata placement during grading operations where better soils should be placed at grade and poor soils below.

Prior to the beginning of the field exploration, the CONSULTANT shall submit the proposed plan of work to the LPA, or his or designee, for review and approval. As a general rule, soil borings should be spaced a maximum of 200 feet (60 m) apart along the centerline and drilled to a depth of 3 feet (1 m) below the proposed subgrade line in cut sections or natural ground in fill sections. The spacing and depth of soil borings should vary if unusual conditions are encountered such as rock layers, water strata, or weak deposits (muck or unstable material). The auger method of drilling for disturbed samples is generally suitable for identification of the materials obtained.

Additional laboratory tests and analyses, which are not specified in TMD-20-14-00-000, shall be performed by the CONSULTANT. These include:

1. Estimated CBR, from charts supplied by the LPA;
2. Volume Change, AASHTO T 92;
3. pH, Mississippi Test Method MT-30;
4. Soil Resistivity, Mississippi Test Method MT-47.

The CONSULTANT shall prepare a report of the findings of the soil survey. This report shall include recommendations for handling unsuitable or undesirable soils, copies of the laboratory test results on MDOT form TMD-683, or equivalent, and the centerline soil profile. The centerline soil profile shall show the limits of each soil type identified, with each type labeled with:

1. an identification number to reference it to the laboratory test results,
2. AASHTO classification,
3. Unified Soils classification,
4. estimated CBR.

5. % Volume Change (if applicable)

The CONSULTANT shall provide 10 copies of the report to the LPA, or his or her designee.

The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for the conduct of his operations under this CONTRACT, including payment of any charges for the same, and shall not work or use public property without such authority, licenses, or permits. This also applies to permits required to transport equipment over or across public thoroughfares.

The CONSULTANT will also be required to notify private landowners and to obtain access and permission to enter or work on their property. The LPA shall be notified in writing within 5 working days of any landowner's refusal to grant access to their property.

All foundation investigation work – drilling, soils classification, laboratory testing – and all other work in connection therewith, shall follow procedures outlined in AASHTO publication, *Manual on Subsurface Investigation, 1988*.

Part 4 - PRELIMINARY RIGHT-OF-WAY PLANS

The CONSULTANT shall prepare and submit Preliminary Right-of-Way plans in accordance with the LPA's format based on the approved conceptual plan. The Preliminary Right-of-Way plans shall contain the title sheet, typical sections, and plan and profile sheets showing all geometrics, profile grades, construction limits, and Preliminary Right-of-Way limits. The Preliminary Right-of-Way limits shall be consistent with the Conceptual Right-of-Way that was presented during the environmental process, subject to changes as needed based on preliminary design.

Part 5 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with the LPA'S format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. ROADWAY PLANS: Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary permanent directional signing layout sheets, preliminary pavement marking sheets, Right-of-Way limits, size and location of all drainage structures, as well as any traffic control that will be required during construction. Cross drain structures shall be plotted on the cross sections. The Right-of-Way limits will be based on the normal border width, and will represent the actual proposed Right-of-Way for the project.

After the field review is conducted, the CONSULTANT shall provide the LPA with written updated right-of-way and construction cost estimates. These estimates shall be based on historical cost data from similar MDOT projects.

- B. ROADWAY: Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included with these field inspection plans. Any remedial measures required by the LPA's S.O.P. TMD-20-14-00-000, Standard Procedures for Construction of Roadways Through High Volume Change Soils, must be identified and incorporated into the design of right-of-way plans.

The CONSULTANT shall submit four (4) sets of plans for review by the LPA prior to requesting the Field Inspection. The LPA shall mark on these copies of the plans all revisions or changes required and return same to the CONSULTANT. Allow approximately three (3) weeks for review by the LPA. After completing any revisions, the CONSULTANT shall submit to the LPA one (1) set of Field Inspection plans for a Field Inspection with representatives of the LPA and the CONSULTANT at a date mutually agreed upon by both parties. Allow approximately three (3) weeks from the submittal date of the reproducible for scheduling and completing the Field Inspection.

Part 6 - FINAL RIGHT-OF-WAY PLANS

Subsequent to the Field Inspection, the CONSULTANT shall make all necessary changes which arise during the inspection. After completion of all revisions and changes requested by the LPA, the CONSULTANT shall furnish four (4) sets of Draft Final Right-of-Way plans and one (1) set of Draft Final Right-of-Way cross-sections for review by the LPA. Allow approximately four (4) weeks for LPA review, after which time the LPA will provide to the CONSULTANT a list of corrections to be made prior to printing Final Right-of-Way plans.

Upon completion of any and all changes, the CONSULTANT shall submit plan sheets of the project which show the Right-of-Way and all public and private utility locations and ownerships which will be affected by the construction. The CONSULTANT shall submit one (1) set of cross sections for the project. The CONSULTANT shall also provide the LPA with written update Right-of-Way and construction cost estimates. These estimates shall be based on historical cost data from similar recent MDOT projects.

All related electronic files for these Right-of-Way plans shall be submitted along with the plans on CD/DVD with a project description (including Project Number, Route, County) listed on the exterior of the disk along with the words "Final RIGHT-OF-WAY." In lieu of CD/DVD, the CONSULTANT may transmit the files by FTP or e-mail. The electronic CADD files may be in a compressed (zipped) format. The CONSULTANT shall, if requested by the LPA, attend any meetings concerning the project. Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

At the time Final Right-of-Way Plans are submitted, a copy of all hydraulic calculations (for drainage areas under 1000 acres) shall be submitted. For each cross drain, a completed Culvert Design Form from Chapter 7 of the MDOT Roadway Design Manual shall be included. For closed storm sewer systems, a network flow diagram or chart indicating flow rates in each inlet and pipe shall also be included.

The Final Right-of-Way Plans shall be accompanied by a written certification and completed checklist from the CONSULTANT that a detailed check of all geometric design items has been made prior to submission. This certification is to include criteria specified on the RWD-600, as well as design elements described in the current version of the AASHTO Policy on Geometric Design of Highways and Streets, other applicable AASHTO publications, the current version of the MDOT Roadway Design Manual, and current Roadway Design memos. Any approved Design Exceptions or Design Variances shall be noted on and attached to this certification. The plans will not be accepted without this written certification and completed checklist.

NOTE: Preliminary Right-of-Way Plans, Field Inspection Plans, Final Right-of-Way Plans and Revised Right-of-Way Plans shall be submitted in the following two formats:

- a) Black & White PDF images (22"x34.6", 400-600DPI) on CD/DVD or other approved media as described in Roadway Design Division's CADD Manual.
- b) Printed 1/2 Scale Plan Sheets.

Part 7 - FINAL RIGHT-OF-WAY MAPS AND DEEDS

The CONSULTANT shall prepare Final Right-of-Way plans including deed research, location of property lines, preparation of acquisition (appraisal) maps and preparation of legal descriptions prepared in accordance with the Standards of Practice for Surveying in the State of Mississippi. Field staking of proposed Right-of-Way limits and easements is to be included. Not included are a title search, property acquisition and closing.

The Right-of-Way Acquisition Map is a composite mosaic of the individual parcels which are to be acquired on the project. This map is used by the appraisers and negotiators to present the information to the landowners during the acquisition phase of the Right-of-Way process. The map includes a layout sheet which locates the project on the highway, showing a Point of Beginning and an End of Project, or Work Sites in the case of bridges or intersection projects. The following sheets are generally at a scale of 1"= 100', 1"= 200', or 1"= 400' (depending on the amount of information presented and the size of the project). Each parcel to be acquired is identified by parcel number, owner name, and area of take. The remaining area is shown for the parent parcel of each take area. Also, each instrument needed to acquire the properties is identified on the maps. Instruments include Warranty Deeds (W-deeds), Quitclaim Deeds (Q-deeds), Temporary Easements (T-deeds), Permanent Easements (E-deeds) and Access Rights Deeds (G-Deeds). The maps are printed out on E-size sheets on reproducible film media when finalized to preserve the information.

The Right-of-Way Division of MDOT has Standard Operating Procedures and a Right-of-Way Manual. The CONSULTANT shall adhere to the Standard Operating Procedures and the requirements set forth in the Right-of-Way Manual in the preparation of Maps and Deeds. The Right-of-Way Division may review any or all parts of the Maps and Deeds in order to check compliance with the Standard Operating Procedures and the Right-of-Way Manual.

The CONSULTANT acknowledges that revisions to plans and to Maps and Deeds shall be given high priority treatment, especially after the release of a complete set of Maps and Deeds. The CONSULTANT shall complete revisions to Maps and Deeds in a timely manner that will not impede the progress of the appraisal and acquisition phases of the Right-of-Way process.

Right-of-Way Certification: CONSULTANT shall assist the LPA with preparing and properly executing a Right-of-Way Certification to MDOT including: certification for the acquisition of Right-of-Way, utility status report, existing Right-of-Way encroachment certification, and hazardous material clearance certification.

OFFICE PLANS:

This phase shall consist of all services required for the production of final contract plans.

Roadway plans shall conform to Roadway Design Division's CADD specifications as described in Roadway Design Division's CADD USER'S MANUAL. When Field Inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - OFFICE REVIEW PLANS

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans and quantity calculations in 8.5"x11" format for review by the LPA. A pdf file of the quantity calculations shall also be submitted. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks

from the submittal date of the reproducible for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

Part 2 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. ROADWAY PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; traffic control plan; complete form grades for interchange ramps, loops, and channelized intersections (in accordance with current Design Manual, at 25 foot intervals); permanent directional signing sheets that include layouts, details (signs and overhead assemblies), and estimated quantities; detailed pavement marking sheets; Right-of-Way Coordinate Sheet(s), final cross-sections; and all notes and data used to develop the plans.

TRAFFIC ENGINEERING:

- A. PERMANENT SIGNING PLANS AND DETAILS:

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the MUTCD, MDOT signing policies and practices and at the direction of the Roadway Design Division Engineer, while in consultation with the Traffic Engineering Division.

UTILITIES:

The CONSULTANT will locate telephone, electricity, gas, water, cable, sewer and other utilities which will affect the PROJECT from information provided by the LPA and private utility companies and from CONSULTANT'S surveys.

The CONSULTANT will coordinate with the LPA and representatives of utility companies to mitigate the relocation or adjustment of utility conflicts.

The CONSULTANT will schedule progress meetings as required to effectively coordinate with the LPA. The CONSULTANT will be responsible for preparing the minutes of these progress meetings.

Plans for the relocation of utilities are not included as part of the above described Scope of Work.

PS&E ASSEMBLY:

Submittal and authorization of the PS&E Assembly is the final stage of project development. The LPA must obtain authorization of the PS&E Assembly prior to advertising the project.

The LPA is responsible for ensuring that the PS&E Assembly meets required design criteria and standards. The CONSULTANT shall submit to MDOT all necessary documents as set forth in the latest edition of the Project Development Manual for Local Public Agencies.

BID DOCUMENT PREPARATION:

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans. Once the PS&E Assembly has been approved by MDOT and the authorization to advertise for bids has been obtained, the CONSULTANT shall be notified to advise the LPA that the legal notice for advertising for bids can be submitted for publication. The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids.

Project Schedule

Task/Milestone	Duration (Weeks)	Cumulative (Months)
Notice to Proceed	0	0
PE Contract	2	0.5
Kick-off Meeting	2	1
Alternative Alignments	4	2
Public Involvement Meeting	4	3
ENV Documentation	12	6
Cultural Resource Review	4	7
Public Hearing	4	8
Draft EA Review	4	9
LPA-100	2	9.5
LPA-700/800	2	10
Field Survey	4	11
Hydraulics	4	12
Field Review Plans	8	14
Field Review Meeting	2	14.5
Office Review PS&E	4	15.5
Office Review Meeting	2	16
ROW Status Reports	2	16.5
CE&I Consultant Selection	2	17
CE&I Contract	2	17.5
Sampling & Testing Proposal	2	18
PS&E Assembly	2	18.5
Final PS&E Assembly	2	19
Authority to Advertise Letter from MDOT	2	19.5

EXHIBIT 3

FEEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's or LPA's request, all charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of the CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$28,035.57, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$388,411.90 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$233,949.26	\$6,875	\$28,035.57	\$119,552.06	\$388,411.90

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH _____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20__, AS RELATES TO
PROJECT NO. ____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	<u>CURRENT PERIOD</u>	<u>PREVIOUS ESTIMATE</u>	<u>TOTAL ALLOWED TO DATE</u>
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No.

000000-000000LPA

County _____

<u>Employee and Classification</u>	<u>Current Rate of Pay</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Current Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00	0.00
Payroll Additives (minus FCCM)			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety

Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions 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, falsification or destruction of records, 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;
 - (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; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (a) No 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 Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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; and
 - (b) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not

more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

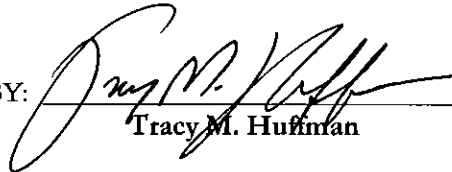
- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

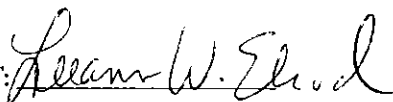
SO CERTIFIED this 2ND day of NOVEMBER, 2017.

WAGGONER ENGINEERING, INC.

BY:


Tracy M. Huffman

ATTEST:



My Commission Expires: November 5, 2019

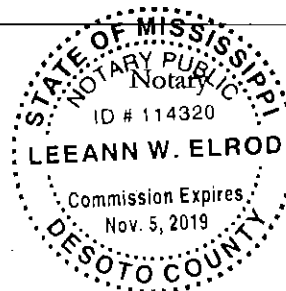


EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20_____.

City of Southaven, Mississippi

BY: _____
Darren Musselwhite, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

Waggoner Engineering, Inc. #152694
EEV* Company Identification Number [Required]

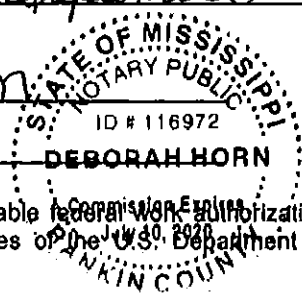
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Paul D. King 9/21/2016
Authorized Officer or Agent Date

Paul D. King Chief Financial Officer
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 21st day of September, 2016.

Deborah Horn
NOTARY PUBLIC ID # 116972
My Commission Expires: _____ **DEBORAH HORN**



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Summary

Nail Road - Elmore Rd to Swinnea Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Waggoner Engineering, Inc.
 11/1/2017

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	17		\$733.13	\$1,411.35	\$2.93	\$2,147.41	\$296.00	\$257.34	\$2,700.75
Meetings	104		\$3,453.26	\$6,647.87	\$13.81	\$10,114.94	\$1,072.00	\$1,212.14	\$12,399.08
Environmental	717	\$23,775.15	\$26,420.30	\$50,861.72	\$105.68	\$77,387.70	\$1,248.00	\$9,273.84	\$111,684.69
Geotechnical	8	\$18,109.99	\$311.28	\$599.25	\$1.25	\$911.77		\$109.26	\$19,131.02
Roadway	815		\$25,273.23	\$48,653.50	\$101.09	\$74,027.82	\$690.00	\$8,871.21	\$83,589.03
Bridge									
Hydraulics	166		\$5,014.54	\$9,653.49	\$20.06	\$14,688.09		\$1,760.16	\$16,448.25
Survey - Design & Property	36	\$77,666.93	\$1,589.92	\$3,060.75	\$6.36	\$4,657.03		\$558.08	\$82,882.04
Survey - Maps & Deeds	359		\$9,979.25	\$19,211.05	\$39.92	\$29,230.22	\$3,160.00	\$3,502.84	\$35,893.06
PS&E/Advertisement	187		\$7,095.79	\$13,660.11	\$28.38	\$20,784.28	\$409.00	\$2,490.71	\$23,683.99
Total	2409	\$119,552.06	\$79,870.70	\$153,759.08	\$319.48	\$233,949.26	\$6,875.00	\$28,035.57	\$388,411.90

Grand Total \$388,411.90

Activation Sheet

Nail Road - Elmore Rd to Swinna Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Waggoner Engineering, Inc.
 11/1/2017

MDOT Process Item Description	No. Sheets	Estimated Hours								Total Hours
		Principal	Discipline Manager	Project Manager	Project Engineer	Designer	Graduate Engineer	Engineer Intern	Administrative	
Project Activation										
LPA 100			1.0	1.0						2.0
LPA 700/800			1.0	1.0	2.0					4.0
Kickoff Meeting		2.0	2.0	2.0	2.0					8.0
Quality Control			1.0	2.0						3.0
Total Hours		2.0	5.0	6.0	4.0					17.0

	Raw Labor Rates	\$70.84	\$42.75	\$38.91	\$36.06	\$30.83	\$27.67	\$25.96	\$21.74	
	Labor Cost	141.7	213.8	233.5	144.2					\$733.13
						Overhead	%	192.51%		\$1,411.35
						Fixed Fee	%	12.00%		\$257.34
						FCCM Overhead	%	0.40%		\$2.93

Direct Costs:	Qty.	Unit Price ¹	
Mileage	400.0	\$0.535	\$214.00
Meals	2.0	\$41.00	\$82.00
Lodging		\$90.00	
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

	Total Direct Costs:	\$296.00
	Prime Total	\$2,700.75
	Subconsultant A	
	Subconsultant B	
	Subconsultant Total	
	Project Total	\$2,700.75

Meetings Sheet

Nail Road - Elmore Rd to Swinnea Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Waggoner Engineering, Inc.
 11/1/2017

MDOT Process Item Description	Estimated Hours									
	No. Sheets	Principal	Discipline Manager	Project Manager	Project Engineer	Designer	Graduate Engineer	Engineer Intern	Administrative	Total Hours
Field Review										
Print and Distribute Plans						2.0			4.0	6.0
Conduct Plan in Hand review			4.0	4.0		4.0		4.0	1.0	17.0
Prepare Field Review Report			1.0	1.0				2.0	2.0	6.0
Office Review										
Print Plans and Specifications						2.0		4.0	4.0	10.0
Compile Design Notebook					16.0			4.0	1.0	21.0
Prepare ROW/Util Status Report					4.0			4.0	2.0	10.0
Conduct Plan Review			4.0	4.0		4.0		4.0	1.0	17.0
Prepare Office Review Report				2.0				2.0	2.0	6.0
PS&E Assembly										
Client Review & Approval		4.0	1.0	4.0						9.0
Quality Control				1.0	1.0					2.0
Total Hours		4.0	10.0	16.0	21.0	12.0		24.0	17.0	104.0

	Raw Labor Rates	\$70.84	\$42.75	\$38.91	\$36.06	\$30.83	\$27.87	\$25.96	\$21.74	
	Labor Cost	283.4	427.5	622.6	757.3	370.0		623.0	369.6	\$3,453.26

	Overhead	%	192.51%			
	Fixed Fee	%	12.00%			\$1,212.14
	FCCM Overhead	%	0.40%			\$13.81

Direct Costs:		Qty.	Unit Price ¹	
Mileage	800.0		\$0.535	\$428.00
Meals	4.0		\$41.00	\$164.00
Lodging	2.0		\$90.00	\$180.00
Postage				
Supplies				
Reproductions	2000.0		\$0.15	\$300.00
Other				

¹ See State Travel Handbook

Total Direct Costs: \$1,072.00

Prime Total \$12,399.08

Subconsultant A
 Subconsultant B
 Subconsultant Total

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Project Total \$12,399.08

Environmental Sheet
Nall Road - Elmore Rd to Swinnea Rd
City of Southaven, DeSoto County, MS
Project Number: STP-9224-00(001) LPA 107536-711000
Waggoner Engineering, Inc.
11/1/2017

MDOT Process	Item Description	No. Sheets	Estimated Hours							Total Hours	
			Principal	Discipline Manager	Project Manager	Project Engineer	Designer	Graduate Engineer	Engineer Intern		Administrative
Environmental Documentation											
	Scoping Meeting		4.0	4.0	4.0	8.0	8.0			2.0	30.0
	Project Description, Purpose & Need			2.0	2.0	4.0					8.0
	Develop and Identify Alternative Routes		2.0	4.0	4.0	16.0	16.0			2.0	44.0
	Desktop Evaluations (GIS)			8.0	6.0	24.0	24.0			8.0	70.0
	Traffic Analysis			4.0	3.0	24.0					31.0
	Environmental Reconnaissance		1.0	8.0	2.0	8.0				3.0	22.0
	Land Use Impacts			1.0	1.0	4.0				1.0	7.0
	Farmland Impacts			0.5	1.0	4.0				1.0	6.5
	Social Impact		1.0	0.5	1.0	4.0				1.0	7.5
	Community Impacts			0.5	1.0	4.0				1.0	6.5
	Environmental Justice Impacts		1.0	0.5	1.0	4.0				1.0	7.5
	Relocation Impacts			1.0	1.0	4.0				1.0	7.0
	Economic Impacts		1.0	2.0	1.0	4.0				2.0	10.0
	Water Quality Impacts			2.0	1.0	4.0				2.0	9.0
	Permits and Mitigation Measures			8.0	8.0	40.0				2.0	58.0
	Flood Plain Impacts			1.0	1.0	12.0					14.0
	Wild and Scenic Rivers					1.0					1.0
	Coastal Barriers					1.0					1.0
	Coastal Zone Impacts					1.0					1.0
	Hazardous Wastes Sites			1.0	1.0	2.0				1.0	5.0
	Visual Impacts		1.0	1.0	2.0	4.0	8.0			1.0	17.0
	Energy Impacts		1.0	1.0	1.0	4.0				1.0	8.0
	Construction Impacts			2.0	1.0	4.0					7.0
	Indirect and Cumulative Impacts		2.0	2.0	1.0	6.0				2.0	13.0
	Archaeological/Cultural Survey			1.0	1.0	4.0					6.0
	Wetland, Habitat, T&E Invest.			2.0	1.0	4.0					7.0
	Noise Evaluations			2.0	1.0	4.0					7.0
	Prepare Draft Report		2.0	16.0	12.0	64.0	24.0			16.0	134.0
	Public Review/Comment & Hearing		8.0	8.0	8.0	16.0				8.0	48.0
	Respond, Prepare Final EA Report		2.0	8.0	6.0	32.0	8.0			16.0	72.0
	Coordinate on FONSI			4.0	4.0	8.0					16.0
	Quality Control		8.0	8.0	8.0	8.0				4.0	36.0
Total Hours			34.0	103.0	85.0	331.0	88.0			76.0	717.0

Raw Labor Rates	\$70.84	\$42.75	\$38.91	\$36.06	\$30.83	\$27.87	\$25.96	\$21.74	
Labor Cost	2408.6	4403.3	3307.4	11935.9	2713.0			1652.2	\$26,420.30
					Overhead	%	192.51%		\$50,861.72
					Fixed Fee	%	12.00%		\$9,273.84
					FCCM Overhead	%	0.40%		\$105.68
					Direct Costs:	Qty.	Unit Price ¹		
					Mileage	1200.0	\$0.535	\$642.00	
					Meals	6.0	\$41.00	\$246.00	
					Lodging	4.0	\$90.00	\$360.00	
					Postage				
					Supplies				
					Reproductions				
					Other				
					<small>¹ See State Travel Handbook</small>				
					Total Direct Costs:				\$1,248.00
					Prime Total				\$87,909.54
					Subconsultant - Bowby & Associates, Inc Noise				\$10,063.80
					Subconsultant - Jay K. Johnson, A/CR Survey				\$1,829.43
					Subconsultant - Pittman Environmental Services, LLC, Wetlands, etc.				\$3,455.66
					Subconsultant - STS, Traffic Data				\$8,426.35
					Subconsultant Total				\$23,775.15
					Project Total				\$111,684.69

Subconsultant-Noise Study
Nail Road - Elmore Rd to Swinnea Rd
City of Southaven, DeSoto County, MS
Project Number: STP-9224-00(001) LPA 107536-711000
Waggoner Engineering, Inc.
11/1/2017

MDOT Process Description	Item	Estimated Hours									Total Hours
		No. Sheets	Principal	Senior Project Engineer	Project Engineer	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Labor Classification	
Noise Study											
Identification of Noise-Sensitive Land Uses		0.0	2.0	0.0							2.0
Data Collection		0.0	2.0	0.0							2.0
Field Review and Noise Measurements		0.0	18.0	0.0							18.0
Prediction of Existing Sound Levels		0.0	8.0	2.0							10.0
Prediction of No-Build Sound Levels		0.0	2.0	0.0							2.0
Prediction of Build Sound Levels		0.0	12.0	2.0							14.0
Determination of Noise Impacts		0.0	2.0	0.0							2.0
Abatement Evaluation		0.0	6.0	2.0							8.0
Report Preparation		2.0	10.0	4.0							16.0
Project Planning, Coordination, Administration		3.0	4.0	0.0							7.0
Totals		0.0	5.0	66.0	10.0	0.0	0.0	0.0	0.0	0.0	81.0
Total Hours			5.0	66.0	10.0						81.0

Raw Labor Rates	\$65.16	\$41.20	\$34.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Labor Cost	325.8	2719.2	348.2							3,393.20

Overhead	%	157.70%	\$5,351.08
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Fixed Fee	%	12.00%	\$1,049.31
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FCCM Overhead	%	0.08%	\$2.71
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Direct Costs:	Qty.	Unit Price ¹	
Mileage	500.0	\$0.535	\$267.50
Meals			
Lodging			
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs:	\$267.50
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Subconsultant Total	\$10,063.80
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Project Total	\$10,063.80
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Subconsultant - Cultural Resources
 Nail Road - Elmore Rd to Swinnea Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Waggoner Engineering, Inc.
 11/1/2017

MDOT Process	Item Description	No. Sheets	Estimated Hours								Total Hours
			Env. Specialist	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Labor Classification	
Cultural Resources											
	Records Check		1.0								1.0
	Fieldwork		8.0								8.0
	Report Preparation		6.0								6.0
Total Hours			15.0								15.0

Raw Labor Rates \$95.00
 Labor Cost \$1,425.0

\$1,425.00

Overhead % 10.00% \$142.50

Fixed Fee % 12.00% \$188.10

FCCM Overhead % 0.00% \$0.00

<u>Direct Costs:</u>	Qty.	Unit Price ¹	
Mileage	136.0	\$0.535	\$73.83
Meals		\$41.00	
Lodging		\$85.00	
Postage		\$10.00	
Supplies			
Reproductions		\$30.00	
Other			

¹ See State Travel Handbook

Total Direct Costs: \$73.83

Subconsultant Total \$1,829.43

Project Total \$1,829.43

Subconsultant - Wetlands
 Nail Road - Elmore Rd to Swinnea Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Pittman Environmental Services, LLC
 11/1/2017

MDOT Process	Item Description	No. Sheets	Estimated Hours								Total Hours
			Env. Specialist	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Labor Classification	
Wetlands											
	Complete Wetland & OW Assessment with Report		22.0								22.0
	Letter & Report for USFWS Review		2.0								2.0
Total Hours			24.0								24.0

Raw Labor Rates	\$90.00	90.0
Labor Cost	2160.0	\$2,160.00

Overhead	%	17.00%	\$367.20
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Fixed Fee	%	12.00%	\$303.26
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FCCM Overhead	%	4.00%	\$86.40
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<u>Direct Costs:</u>	Qty.	Unit Price ¹	
Mileage	590.0	\$0.53	\$312.70
Meals	1.0	\$41.00	\$41.00
Lodging	1.0	\$85.00	\$85.00
Postage	1.0	\$10.00	\$10.00
Supplies			
Reproductions	3.0	\$30.00	\$90.00
Other			

¹ See State Travel Handbook

Total Direct Costs:	\$538.70
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Subconsultant Total	\$3,455.56
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Project Total	\$3,455.56
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Subconsultant - Traffic Data & Report

Nall Road - Elmore Rd to Swinnea Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Waggoner Engineering, Inc.
 11/1/2017

MDOT Process Item Description	No.				Estimated Hours					Total Hours
	Sheets	Data Analyst	Sr. Engineering Technician	Project Engineer	Project Manager	Clerical	Labor Classification	Labor Classification	Labor Classification	
Traffic Data and Report										
Data Collection		18.0	18.0		1.0					35.0
Projections				8.0	3.0					11.0
Intersection Analysis				18.0	2.0					18.0
Summary of Recommendations				4.0	1.0					5.0
Formal Report				6.0	2.0	1.0				9.0
Total Hours		18.0	18.0	34.0	9.0	1.0				78.0

	Raw Labor Rates	\$32.00	\$20.65	\$44.57	\$57.91	\$11.50			
	Labor Cost	576.0	330.4	1515.4	521.2	11.5			\$2,954.47

	Overhead	%	169.27%		\$5,001.03
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	Fixed Fee	%			\$0.00
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	FCCM Overhead	%	1.23%		\$36.43
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Direct Costs:	Qty.	Unit Price¹	
Mileage	812.0	\$0.535	\$434.42
Meals			
Lodging			
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

	Total Direct Costs:	\$434.42
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	Subconsultant STS Total	\$8,426.35
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	Project Total	\$8,426.35
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Geotechnical Sheet

Nail Road - Elmore Rd to Swinnea Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Waggoner Engineering, Inc.
 11/1/2017

MDOT Process Item Description	No.	Estimated Hours								
	Sheets	Principal	Discipline Manager	Project Manager	Project Engineer	Designr	Graduate Engineer	Engineer Intern	Adminstrative	Total Hours
Geotechnical Field Investigation					6.0					6.0
Coordinate Field Investigation Report Preparation					2.0					2.0
Total Hours					8.0					8.0

	Raw Labor Rates	\$70.84	\$42.75	\$38.91	\$36.06	\$30.83	\$27.87	\$25.96	\$21.74	
	Labor Cost			311.3						\$311.28
							Overhead	%	192.51%	\$599.25
							Fixed Fee	%	12.00%	\$109.26
							FCCM Overhead	%	0.40%	\$1.25

Field and Lab.

Qty. Unit Price¹

Total Direct Costs:

Prime Total	\$1,021.03
Subconsultant - BCD	\$18,109.99
Subconsultant B	
Subconsultant Total	\$18,109.99
Project Total	\$19,131.02

BURNS COOLEY DENNIS, INC.**MAXIMUM ESTIMATED FEE**

Project Name: Nail Road Extension
 Elmore Road to Swinnea Road
 Services: Geotechnical Exploration
 Centerline Soil Profile
 Earthwork Recommendations
 Pavement Structure Thickness

Location: Desoto County, MS
 Prepared By: BCD (Ahrich)
 Date: 8/28/2017

LABOR COSTS

	Man Hrs.	Rate(Direct)	Total
Project Manager	12	\$80.00	\$960.00
Engineer	40	\$45.00	\$1,800.00
Draftsman	8	\$25.00	\$200.00
Technician	8	\$25.00	\$200.00
Clerical	4	\$20.00	\$80.00

DIRECT LABOR COSTS**72.0****\$3,240.00****PAYROLL ADDITIVE****171.03%****\$5,541.37****FIXED FEE****12%****\$1,053.76****SUBTOTAL - LABOR COSTS****\$9,835.14****FIELD AND LABORATORY**

	Quantity	Unit	Unit Cost	Total Cost
Mob/Demob	360	Mile	\$5.00	\$1,800.00
Hand Auger, 0-10' (6 @10 ft)	60	Feet	\$23.85	\$1,431.00
Drilling on Land (Auger, Centerline Soil Profile)(7@10ft)	70	Feet	\$22.25	\$1,557.50
Atterberg Limits T 89 and T 90	7	Each	\$55.00	\$385.00
Water Content T 265	65	Each	\$6.75	\$438.75
% Finer Than the No. 200 Sieve T 11	7	Each	\$40.00	\$280.00
Shrinkage Factors of Soils(Volume Change) T 92	7	Each	\$70.00	\$490.00
pH of Soils MT-30	4	Each	\$30.00	\$120.00
Soil Resistivity MT-47	4	Each	\$35.00	\$140.00
Soluble Sulfate Ion in Soils and Water MT-58	4	Each	\$130.00	\$520.00

SUB-TOTAL - FIELD AND LABORATORY**\$7,162.25****EXPENSE ITEMS**

	Quantity	Unit	Rate	Total Cost
Meals	3	Days	\$40.00	\$120.00
Lodging	3	Nights	\$100.00	\$300.00
Mileage	360	Miles	\$0.535	\$192.60
Report Production- 10 Copies	1	LS	\$500.00	\$500.00

SUB-TOTAL - EXPENSE ITEMS**\$1,112.60****TOTAL PROPOSED FEE****\$18,109.99**

Roadway Sheet
 Nail Road - Elmore Rd to Swlnnea Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Waggoner Engineering, Inc.
 11/1/2017

MDOT Process	Item Description	No.		Estimated Hours							Total Hours
		Sheets	Principal	Discipline Manager	Project Manager	Project Engineer	Designer	Graduate Engineer	Engineer Intern	Administrative	
Field Review											
	Horizontal Alignment Design										
	Mainline (Set Alignment)			1.0	0.0		6.0				7.0
	Establish Pavement and Shoulder Edge Lines							2.0			2.0
	Local Road Realignment Evaluation			1.0	0.0		4.0				5.0
	Vertical Alignment Design										
	Mainline-New Alignment and/or Regrade Existing Lanes			2.0		1.0	8.0				11.0
	Evaluate Min. Clearance Over Hydraulic Structures			1.0		1.0	4.0				6.0
	Intersection Design										
	Evaluate Sight Distance (3 intersections)			1.0		1.0	8.0				10.0
	Determine Turn Lane Configurations			2.0		1.0	8.0				11.0
	Establish Turning Radii & Channelization			2.0		1.0	8.0				11.0
	Cross Sections										
	Run Pattern Lines			0.0			2.0				2.0
	Cut Existing Cross Sections						4.0				4.0
	Evaluate/Run Shape Files					0.0	2.0				2.0
	Determine Proposed Template Criteria			1.0		2.0	0.0				3.0
	Generate Proposed Templates			0.0			4.0				4.0
	Determine Constructability Issues			2.0	0.0	2.0	4.0				8.0
	Adjust Cross Sections For Revised Box Culvert Recommendations			2.0		1.0	4.0				7.0
	Draw Drainage Structures On Cross-Sections (approximately 40 inlets plus cross drains)			5.0			20.0		20.0		45.0
	Draw Roadside Ditches (including flat-bottom ditches)					1.0	6.0				7.0
	Draw Ramps On Cross-Sections						4.0				4.0
	Phase Construction Details			4.0			8.0				20.0
	Clean Water Diversion Ditches (If Required)						8.0				8.0
	Preliminary Earthwork Calculations			1.0		1.0	4.0		4.0		10.0
	Roadway Hydraulics										
	Determine Drainage Areas				0.0	4.0		8.0			12.0
	Evaluate Inlet Spacing				0.0	2.0		6.0			8.0
	Size Pipes							8.0			8.0
	Prepare Storm Sewer Report							24.0			24.0
	Plan Profile Sheets										
	Sheet Clean-Up and Organization						24.0		16.0		40.0
	Add Notes, Bridges, & Pipes In Profile View								32.0		32.0
	Adjust Profile for Revised Bridge Recommendations										
	Erosion Control Sheets										
	Generate Plan View Sheets With Contours										
	Evaluate Need For Clean Water Diversion Ditches					4.0					4.0
	Conceptual Lighting										
	Landscaping						8.0		16.0		24.0
	Preliminary Right of Way										
	Determine Limits of Construction				0.0	1.0		2.0			3.0
	Set Right of Way Limits						0.0	4.0			4.0
	Set ROW Markers and Label Station and Offsets on 5' Increments Verify markers are set at all horizontal control points)				0.0	1.0		4.0			5.0
	Determine Need for Silt Basins				0.0	2.0		2.0			4.0
	Traffic Control Plan										
	Evaluate Construction Phasing				0.0	3.0	2.0				5.0
	Generate TCP Sheets							24.0			24.0

Bridge Sheet

Nall Road - Elmore Rd to Swinnea Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Waggoner Engineering, Inc.
 11/1/2017

MDOT Process Item Description	No.				Estimated Hours					Total Hours
	Sheets	Principal	Discipline Manager	Project Manager	Project Engineer	Designer	Graduate Engineer	Engineer Intern	Administrative	
Field Review										
Bridge Plans										
Index, Quantities, & Notes										
General Plan & Elevation										
Abutment										
Pile Layout										
Framing Plan & Girder Schedule										
Prestressed Girder Details										
Deck Slabs										
Site Visit										
QA/QC										
Office Review										
Bridge Plans										
Index, Quantities, & Notes										
Load Rating										
Constructability Review										
QA/QC										
Submit Office Review Plans										
2 Multi-Page PDF Files For Plans & Cross Sections										
Complete/Submit Phase B Checklist										
Submit Quantity Calculations (1 multi-page pdf)										
Submit CADD Files										
Total Hours										

Raw Labor Rates \$70.84 \$42.75 \$38.91 \$36.06 \$30.83 \$27.87 \$25.96 \$21.74

Labor Cost

Overhead % 192.51%

Fixed Fee % 12.00%

FCCM Overhead % 0.40%

Direct Costs: Qty. Unit Price¹

Mileage

Meals

Lodging

Postage

Supplies

Reproductions

Other

¹ See State Travel Handbook

Total Direct Costs:

Prime Total

Subconsultant A

Subconsultant B

Subconsultant Total

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Project Total

Hydraulics Sheet

Nail Road - Elmore Rd to Swlnnea Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Waggoner Engineering, Inc.
 11/1/2017

MDOT Process/Item Description	Estimated Hours									
	No. Sheets	Principal	Discipline Manager	Project Manager	Project Engineer	Designer	Graduate Engineer	Engineer Intern	Administrative	Total Hours
A. Develop Effective Model								12.0		12.0
B. Develop Proposed Model								48.0		48.0
C. Analyze Floodway Run								16.0		16.0
D. QA/QC Hydraulic Modeling			12.0							12.0
E. Floodplain Boundary Updates			24.0							24.0
F. Scour Calculations								24.0		24.0
G. QA/QC Scour Calculations			6.0							6.0
H. Develop Hydraulic Report								24.0		24.0
Total Hours	Total Hours		42.0					124.0		166.0

Raw Labor Rates
 Labor Cost

\$70.84 \$42.75 \$38.91 \$36.06 \$30.83 \$27.87 \$25.96 \$21.74
 1795.5 3219.0 \$5,014.54

Overhead % 192.51% \$9,653.49
 Fixed Fee % 12.00% \$1,760.16
 FCCM Overhead % 0.40% \$20.06

Direct Costs: Qty. Unit Price¹
 Mileage
 Meals
 Lodging
 Postage
 Supplies
 Reproductions
 Other
¹ See State Travel Handbook

Total Direct Costs:

Prime Total \$16,448.25

Subconsultant A
 Subconsultant B
 Subconsultant Total

Project Total \$16,448.25

Survey Sheet
Nall Road - Elmore Rd to Swinnea Rd
Desoto County
Project Number STP-7886-00(003) LPA /107341-701000
Waggoner Engineering, Inc,
11/1/2017

MDOT Process Description	Item	No. Sheets	Estimated Hours							Total Hours
			Principal	Discipline Manager	Project Manager				Admin	
Survey - Design & Property										
Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (Approx 40 Properties)										
Property Owner Interview & Questionaire (8 Properties)										
Establish/Verify the Primary Horizontal & Vertical Control										
Establish Secondary Control Points as a Supplement to the Primary Control										
Establish and Verify Approx. 6 TBM's (Temporary Benchmarks)										
Perform Topographic Survey of Main Line (2650 LF)										
Layout and Perform Cross Sections of Main Line (2650 LF @ 50' Intervals)										
Perform Topographic Survey of Intersecting Streets (3 side roads - 2850 LF)										
Layout and Perform Cross Sections of Intersecting Streets (3 side roads - 2850 LF @ 50' Intervals)										
Traverse, Profile, & Section Minor Drainage Channels (3 Locations - 1 within Floodway Limits)										
Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities										
Locate Soil Borings										
Develop Digital Terrain Model										
Generate Finalized Existing Conditions Drawing										
Re-Stake Centerline For Field Review										
Deed Research - Gather & Compile Property and ROW Information - Deeds, GLO maps, etc.										
Plot Deeds and ROW Info. And Create Overall Preliminary Property Map										
Field Locate Property and ROW Corners; Section Corners										
Analysis and Determination Of Existing ROW/Section/Property Lines										
Preparation of Final Property Map per MDOT Manual										
Quality Control			4.0	16.0	16.0					36.0
Total Hours			4.0	16.0	16.0					36.0

Raw Labor Rates	\$70.84	\$42.75	\$38.91	\$21.74	
Labor Cost	283.4	684.0	622.6		\$1,589.92

Overhead	%	192.51%	\$3,060.75
Fixed Fee	%	12.00%	\$558.08
FCCM Overhead	%	0.40%	\$6.36

Direct Costs:	Qty.	Unit Price ¹
Mileage	0.0	\$0.535
Meals	0.0	\$41.00
Lodging	0.0	\$90.00
Postage	0.0	\$0.45
Supplies	0.0	\$300.00
Reproductions	0.0	\$200.00
Other		

¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$5,215.12
Subconsultant A	\$77,666.93
Subconsultant B	
Subconsultant Total	\$77,666.93
Project Total	\$82,882.04

Subconsultant - Survey Sheet
 Nail Road - Elmore Rd to Swinnea Rd
 Desoto County
 Project Number STP-7886-00(003) LPA /107341-701000
 Waggoner Engineering, Inc.
 11/1/2017

MDOT Process	Item Description	No.		Estimated Hours							Total Hours
		Sheets	Discipline Mgr.	Survey Supervisor	Survey Tech II	Survey Tech II	Survey Crew Chief	Survey Instrument Man	Survey Rodman	Admin	
Survey - Design & Property											
8 affected properties, 40 properties to receive notification	Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (Approx 40 Properties)			1.0	8.0						9.0
8	Property Owner Interview & Questionnaire (8 Properties)				2.0			8.0			10.0
2 pairs	Establish/Verify the Primary Horizontal & Vertical Control			6.0	1.0			12.0	12.0	12.0	43.0
2 pairs	Establish Secondary Control Points as a Supplement to the Primary Control			4.0	1.0			8.0	8.0	8.0	26.0
	Establish and Verify Approx. 8 TBM's (Temporary Benchmarks)			2.0	1.0			6.0	6.0	6.0	21.0
250' wide	Perform Topographic Survey of Main Line (2650 LF)			2.0	2.0			32.0	32.0	32.0	100.0
250' wide	Layout and Perform Cross Sections of Main Line (2650 LF @ 50' Intervals)			0.5	2.0			16.0	16.0	16.0	50.5
125' undevelop and up to the RAW developed	Perform Topographic Survey of Intersecting Streets (3 side roads - 2650 LF)			0.5	4.0			32.0	32.0	32.0	100.5
125' undevelop and up to the RAW developed	Layout and Perform Cross Sections of Intersecting Streets (3 side roads -2650 LF @ 50' Intervals)			0.5	2.0			24.0	24.0	24.0	74.5
500' w/a, 500' d/a, 2 valley sections	Traverse, Profile, & Section Minor Drainage Channels (3 Locations - 1 within Floodway Limits)			1.0	24.0			60.0	60.0	60.0	205.0
	Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities			1.0	6.0			4.0	4.0	4.0	19.0
At 100-foot stations - 32 stakes	Locate Soil Borings			0.5	2.0			12.0	12.0	12.0	36.5
	Develop Digital Terrain Model			1.0	30.0						31.0
	Generate Finalized Existing Conditions Drawing			2.0	40.0						42.0
Slaking prep. Nail Rd. CL @ 100-foot station for 3 times	Re-Stake Centerline For Field Review			0.5	3.0			24.0	24.0	24.0	75.5
	Deed Research - Gather & Compile Property and ROW Information - Deeds, GLO maps, etc.			4.0	6.0						10.0
	Plot Deeds and ROW Info. And Create Overall Preliminary Property Map			24.0	24.0						48.0
	Field Locate Property and ROW Corners; Section Corners			4.0	4.0			20.0	20.0	20.0	58.0
	Analysis and Determination Of Existing ROW/Section/Property Lines			24.0							24.0
	Preparation of Final Property Map per MDOT Manual		4.0	8.0	32.0						44.0
	Quality Control		16.0	8.0	16.0						40.0
Total Hours			20.0	94.5	210.0			256.0	250.0	250.0	1082.5

Raw Labor Rates	\$48.00	\$37.02	\$27.00	\$23.00	\$22.00	\$18.00	\$18.00	\$25.00
Labor Cost	\$ 961.60	\$ 3,498.39	\$ 5,670.00		\$ 5,676.00	\$ 4,500.00	\$ 4,000.00	\$24,305.00

Overhead	181.50%	\$44,115.37
Fixed Fee	12.00%	\$8,210.58
FOCM Overhead	0%	\$0.00

Direct Costs:	Qty:	Unit Price ¹
Mileage	1000.0	\$0.635
Meals	0.0	\$41.00
Lodging	0.0	\$20.00
Postage	0.0	\$0.45
Supplies	1.0	\$300.00
Reproductions	1.0	\$200.00
Other		

¹ See State Travel Handbook

Total Direct Costs: \$1,035.00

Subconsultant Total \$77,660.93

Project Total \$77,660.93

Survey Sheet

Nail Road - Elmore Rd to Swinnea Rd
 City of Southaven, DeSoto County, MS
 Project Number: STP-9224-00(001) LPA 107536-711000
 Waggoner Engineering, Inc.
 11/1/2017

MDOT Process Description	Item	No. Sheets	Estimated Hours								Total Hours
			Discipline Mgr.	Survey Supervisor	Survey Tech III	Survey Tech II	Survey Crew Chief	Survey Instrument Man	Survey Rodman	Admin	
Survey - Maps & Deeds											
Review Provided Abstracts & Existing ROW / Boundary Info.			5.0		18.0	18.0					41.0
Prepare Overall Acquisition / Appraisal Map			6.0		28.0	34.0					68.0
Write Legal Descriptions and Prepare Acquisition Documents - (Approx. 8 Parcels)			4.0		18.0	18.0					36.0
Reconnaissance - Property Corners - Recover Control			2.0		3.0			32.0	32.0		69.0
QA/QC Review & Prepare Data for Submittal			3.0		8.0	8.0					19.0
RWD / SMD Revisions (25%)			2.0		9.0	9.0					20.0
Cut-out & Stake ROW @ 100' Intervals			2.0		3.0			30.0	30.0		65.0
Set ROW Monuments - Approx. 12			1.0			4.0	18.0	18.0			41.0
Total Hours			25.0		85.0	89.0	80.0	80.0			359.0

	Raw Labor Rates	\$49.77	\$36.54	\$30.00	\$25.00	\$29.50	\$20.00	\$17.50	\$20.00	
	Labor Cost	1244.3		2550.0	2225.0	2360.0	1600.0			\$9,979.25

	Overhead	%	192.51%	\$19,211.05
	Fixed Fee	%	12.00%	\$3,502.84
	FCCM Overhead	%	0.40%	\$39.92

Direct Costs:		Qty.	Unit Price ¹	
Mileage	600.0		\$0.535	\$321.00
Meals	19.0		\$41.00	\$779.00
Lodging	19.0		\$90.00	\$1,710.00
Postage				
Supplies	1.0		\$150.00	\$150.00
Reproductions	4.0		\$50.00	\$200.00
Other				

¹ See State Travel Handbook

Total Direct Costs: \$3,160.00

Prime Total \$35,893.06

Subconsultant A	
Subconsultant B	
Subconsultant Total	

Project Total \$35,893.06

PS&E / Advertisement
Nail Road - Elmore Rd to Swinnea Rd
City of Southaven, DeSoto County, MS
Project Number: STP-9224-00(001) LPA 107536-711000
Waggoner Engineering, Inc.
11/1/2017

MDOT Process Description	Item	Estimated Hours									
		No. Sheets	Principal	Discipline Manager	Project Manager	Project Engineer	Designer	Graduate Engineer	Engineer Intern	Administrative	Total Hours
PS&E Assembly											
	Right of Way Certification				4.0	1.0					5.0
	Utility Certification				4.0	1.0					5.0
	Encroachment Certification				2.0	1.0					3.0
	Hazardous Waste Certification				2.0						2.0
	Asbestos Abatement Certification				1.0						1.0
	Compose Letters			2.0	8.0	1.0					11.0
	Complete Forms				4.0	1.0					5.0
	Print Plans				12.0		2.0				14.0
	Assemble Specifications				12.0						12.0
	Material Checklist				8.0	2.0					10.0
	MDOT Coordination		2.0	4.0	18.0	18.0					38.0
Advertisement											
	Print Plans and Specifications				4.0		2.0			8.0	14.0
	Prepare Advertisement				1.0	2.0				1.0	4.0
	Bidder Coordination		2.0	4.0	18.0	12.0				8.0	42.0
	Receive & Evaluate Bids		1.0	2.0	4.0					1.0	8.0
	Assemble Bids and Submit				4.0					0.5	4.5
	Quality Control		2.0	4.0	2.0						8.0
Total Hours			7.0	17.0	105.0	35.0	4.0			18.5	186.5

Raw Labor Rates	\$70.84	\$42.75	\$38.91	\$38.06	\$30.83	\$27.87	\$25.86	\$21.74	
Labor Cost	495.9	726.8	4085.8	1262.1	123.3			402.2	\$7,095.79

Overhead % 192.51% \$13,660.11

Fixed Fee % 12.00% \$2,490.71

FCCM Overhead % 0.40% \$28.38

Direct Costs:	Qty.	Unit Price ¹	
Mileage	400.0	\$0.54	\$214.00
Meals		\$41.00	
Lodging		\$90.00	
Postage			
Supplies			
Reproductions	1300.0	\$0.15	\$195.00
Other			

¹ See State Travel Handbook

Total Direct Costs: \$409.00

Prime Total \$23,683.99

Subconsultant A

Subconsultant B

Subconsultant Total

Project Total \$23,683.99

BRIDGFORTH & BUNTIN, PLLC

ATTORNEYS AT LAW
5993 GETWELL ROAD
SOUTHAVEN, MISSISSIPPI 38672
TELEPHONE: (662) 393-4450
TELECOPIER: (662) 342-5646

Dudley B. Bridgforth, Jr. *
Taylor D. Buntin, III
Barry W. Bridgforth, Jr. *
Adam B. Emerson *
* ALSO LICENSED IN TENNESSEE

Writer's Direct Dial:
(662) 996-2988
Writer's Email Address:
taylor@bridgforthbuntin.com

November 21, 2017

VIA EMAIL: wchoat@southaven.org

Whitney Choat-Cook
Planning Director, City of Southaven
8710 Northwest Drive
Southaven, MS 38671

Re: 282.20 acres, Snowden Property

Dear Whitney:

This letter is to advise you that the owners of the above property, SUNTRUST BANK, TRUSTEE UNDER WILL OF J. B. SNOWDEN, BOB WHITE LAND, LLC, BOB WHITE FARMS, LLC, R. T. A. PROPERTIES, LLC, THT III PROPERTIES, LLC, BST PROPERTIES, LLC, and RCT PROPERTIES, LLC, hereby request that the City of Southaven vacate the existing PUD with respect to that portion of their property described on Exhibit "A" attached hereto, being the same property which is the subject of the Silo Square re-zoning application filed by Brian Hill. Due to changes in circumstances it is the owners' opinion that the vacation of the existing PUD in favor of the Silo Square application is in the best interest of the property and of the city.

Sincerely

s/ Taylor Buntin

Taylor Buntin

TB | mb

cc: Bayard Snowden
Catherine Trahan
Arthur Oliver
Dennis Nicolet



- District 1 City Lots
- District 2 Live/Work - Retail/Office/Res
- District 2A Live/Work - Retail/Office/Res
- District 3 Live/Work - Office/Residential
- District 4 Senior District
- District 5 Neighborhood Homes
- District 6 Neighborhood Homes
- District 7 Grand Manor Homes
- District 7A Neighborhood Corner Store
- District 8 Neighborhood Homes
- District 9 Neighborhood Homes
- District 10 Village Homes
- District 10A Cottage Homes
- District 11 Neighborhood Homes
- District 12 Manor Homes
- District 13 Cottage Homes
- District 14 Estate Homes
- District 14A Manor Homes
- District 14B Grand Manor Homes
- District 15 City Lots
- District 16 Office/Residential Mixed-Use
- District 16A Live/Work - Retail/Office/Res
- District 17 Office/Residential Mixed-Use
- District 18 Retail/Residential Mixed-Use
- District 19 Retail/Residential Mixed-Use
- District 20 Retail
- District 21 Retail
- District 22 Retail
- District 23 Mixed-Use Office Campus



- RETAIL
- RETAIL/RESIDENTIAL LOFTS
- OFFICE/RESIDENTIAL LOFTS
- LIVE/WORK HOMES
- LIVE/WORK
- SENIOR DISTRICT
- CITY HOMES
- VILLAGE HOMES
- COTTAGE HOMES
- NEIGHBORHOOD HOMES
- MANOR HOMES
- GRAND MANOR HOMES
- ESTATE HOMES
- COMMON OPEN SPACE
- GREENWAY



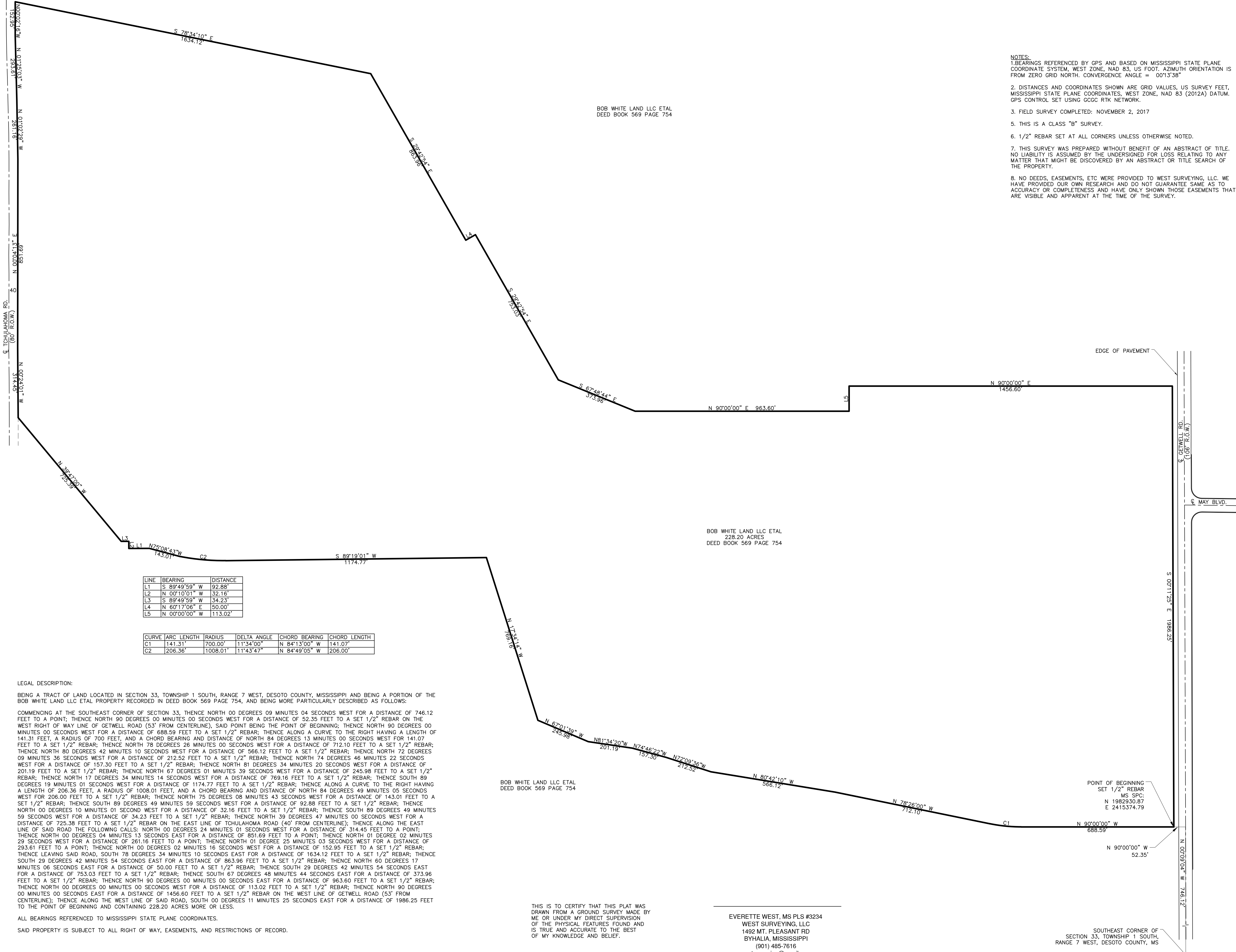
BAYARD NBC BANK	
SNOWDEN BAYARD NBC BANK	
SNOWDEN BAYARD NBC BANK	
SNOWDEN BAYARD NBC BANK	SNOWDEN BAYARD
BILLY TODD HOMES INC	
SOUTHAVEN FIRE STATION	
MAY BLVD.	
INTERSECTION ENHANCEMENT	
CITY OF SOUTHAVEN	

Snowden  Farms 



64 Proposed
Homes

Snowden  Farms 

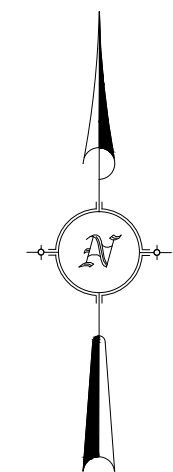


BOB WHITE LAND LLC ETAL
DEED BOOK 569 PAGE 754

BOB WHITE LAND LLC ETAL
228.20 ACRES
DEED BOOK 569 PAGE 754

BOB WHITE LAND LLC ETAL
DEED BOOK 569 PAGE 754

- NOTES:
1. BEARINGS REFERENCED BY GPS AND BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, US FOOT. AZIMUTH ORIENTATION IS FROM ZERO GRID NORTH. CONVERGENCE ANGLE = 00°13'38"
 2. DISTANCES AND COORDINATES SHOWN ARE GRID VALUES, US SURVEY FEET, MISSISSIPPI STATE PLANE COORDINATES, WEST ZONE, NAD 83 (2012A) DATUM. GPS CONTROL SET USING GCGC RTK NETWORK.
 3. FIELD SURVEY COMPLETED: NOVEMBER 2, 2017
 5. THIS IS A CLASS "B" SURVEY.
 6. 1/2" REBAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 7. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
 8. NO DEEDS, EASEMENTS, ETC WERE PROVIDED TO WEST SURVEYING, LLC. WE HAVE PROVIDED OUR OWN RESEARCH AND DO NOT GUARANTEE SAME AS TO ACCURACY OR COMPLETENESS AND HAVE ONLY SHOWN THOSE EASEMENTS THAT ARE VISIBLE AND APPARENT AT THE TIME OF THE SURVEY.



BEARINGS RELATIVE TO MISSISSIPPI
STATE PLANE COORDINATE SYSTEM.



LINE	BEARING	DISTANCE
L1	S 89°49'59" W	92.88'
L2	N 00°10'01" W	32.16'
L3	S 89°49'59" W	34.23'
L4	N 60°17'06" E	50.00'
L5	N 00°00'00" W	113.02'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	141.31'	700.00'	11°34'00"	N 84°13'00" W	141.07'
C2	206.36'	1008.01'	11°43'47"	N 84°49'05" W	206.00'

LEGAL DESCRIPTION:
BEING A TRACT OF LAND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING A PORTION OF THE BOB WHITE LAND LLC ETAL PROPERTY RECORDED IN DEED BOOK 569 PAGE 754, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33, THENCE NORTH 00 DEGREES 09 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 746.12 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 52.35 FEET TO A SET 1/2" REBAR ON THE WEST RIGHT OF WAY LINE OF GETWELL ROAD (53' FROM CENTERLINE), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 688.59 FEET TO A SET 1/2" REBAR; THENCE ALONG A CURVE TO THE RIGHT HAVING A LENGTH OF 141.31 FEET, A RADIUS OF 700 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 84 DEGREES 13 MINUTES 00 SECONDS WEST FOR 141.07 FEET TO A SET 1/2" REBAR; THENCE NORTH 78 DEGREES 26 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 712.10 FEET TO A SET 1/2" REBAR; THENCE NORTH 80 DEGREES 42 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 566.12 FEET TO A SET 1/2" REBAR; THENCE NORTH 72 DEGREES 09 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 212.52 FEET TO A SET 1/2" REBAR; THENCE NORTH 74 DEGREES 46 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 157.30 FEET TO A SET 1/2" REBAR; THENCE NORTH 81 DEGREES 34 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 201.19 FEET TO A SET 1/2" REBAR; THENCE NORTH 67 DEGREES 01 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 245.98 FEET TO A SET 1/2" REBAR; THENCE NORTH 17 DEGREES 34 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 769.16 FEET TO A SET 1/2" REBAR; THENCE SOUTH 89 DEGREES 19 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 1174.77 FEET TO A SET 1/2" REBAR; THENCE ALONG A CURVE TO THE RIGHT HAVING A LENGTH OF 206.36 FEET, A RADIUS OF 1008.01 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 84 DEGREES 49 MINUTES 05 SECONDS WEST FOR 206.00 FEET TO A SET 1/2" REBAR; THENCE NORTH 75 DEGREES 08 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 143.01 FEET TO A SET 1/2" REBAR; THENCE SOUTH 89 DEGREES 49 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 92.88 FEET TO A SET 1/2" REBAR; THENCE NORTH 00 DEGREES 10 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 32.16 FEET TO A SET 1/2" REBAR; THENCE SOUTH 89 DEGREES 49 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 34.23 FEET TO A SET 1/2" REBAR; THENCE NORTH 39 DEGREES 47 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 725.38 FEET TO A SET 1/2" REBAR ON THE EAST LINE OF TCHULAHOMA ROAD (40' FROM CENTERLINE); THENCE ALONG THE EAST LINE OF SAID ROAD THE FOLLOWING CALLS: NORTH 00 DEGREES 24 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 314.45 FEET TO A POINT; THENCE NORTH 00 DEGREES 04 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 851.69 FEET TO A POINT; THENCE NORTH 01 DEGREE 02 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 281.16 FEET TO A POINT; THENCE NORTH 01 DEGREE 25 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 293.61 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 152.95 FEET TO A SET 1/2" REBAR; THENCE LEAVING SAID ROAD, SOUTH 78 DEGREES 34 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 1634.12 FEET TO A SET 1/2" REBAR; THENCE SOUTH 29 DEGREES 42 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 863.96 FEET TO A SET 1/2" REBAR; THENCE NORTH 60 DEGREES 17 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 50.00 FEET TO A SET 1/2" REBAR; THENCE SOUTH 29 DEGREES 42 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 753.03 FEET TO A SET 1/2" REBAR; THENCE SOUTH 67 DEGREES 48 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 373.96 FEET TO A SET 1/2" REBAR; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 963.60 FEET TO A SET 1/2" REBAR; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 113.02 FEET TO A SET 1/2" REBAR; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1456.60 FEET TO A SET 1/2" REBAR ON THE WEST LINE OF GETWELL ROAD (53' FROM CENTERLINE); THENCE ALONG THE WEST LINE OF SAID ROAD, SOUTH 00 DEGREES 11 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 1986.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 228.20 ACRES MORE OR LESS.

ALL BEARINGS REFERENCED TO MISSISSIPPI STATE PLANE COORDINATES.
SAID PROPERTY IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS, AND RESTRICTIONS OF RECORD.

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EVERETTE WEST, MS PLS #3234
WEST SURVEYING, LLC
1492 MT. PLEASANT RD
BYHALIA, MISSISSIPPI
(901) 485-7616
westsurveying@gmail.com

SOUTHEAST CORNER OF
SECTION 33, TOWNSHIP 1 SOUTH,
RANGE 7 WEST, DESOTO COUNTY, MS

BOUNDARY SURVEY
FOR
BRIAN HILL

SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
DESOTO COUNTY, MISSISSIPPI
NOVEMBER 9, 2017

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



Date of Hearing:	October 2, 2017
Public Hearing Body:	Planning Commission
Applicant:	OnebyNP 6753 Airways Blvd. 865-591-0926
Total Acreage:	2.25 acres
Existing Zone:	Commercial
Location of Design Review Application	East of I-55 on Sleepy Hollow Drive
Comprehensive Plan Designation:	Commercial

Staff Comments:

The applicant is requesting design review approval for a four story TRU by Hilton hotel on the east side of I-55 in the Goodman/I-55 Subdivision. The submitted documents propose the following:

Building Elevations:

The applicant is proposing the building to be constructed completely of EIFS with multi-colored accent panels along the front of the building. There is a porte cochere at the main entrance and a pergola on the back elevation. The main colors for the wall façade are identified as Pantone Black, Polished Granite and Overcast. Portions of the wainscot area and accent towers are shown in Pantone while stories 2-4 are shown in Overcast. The remainder of the wainscot area is shown in Polished Granite. The applicant has proposed Pantone Cyan for a portion of the rear tower, a portion of the wall façade on the east side of the building and a small accent band area along the front entrance. There is also a small portion of bright yellow wrapping the entrance to the hotel. The accent panels which are shown along the front elevation have a multi colored ban which includes Bright Yellow, Yosemite Blue, Jamaican Aqua, Champion Cobalt and Exotic Purple. All store fronts, windows and awnings are shown in Metallic Gray. The canopy portion of the porte cochere is shown in the Pantone Black and the columns are exposed steel column casing. The outbuildings are shown as EIFS siding foam with metal coping in "Tattletale", which includes the screen walls for the dumpster. The gate enclosure for the dumpster is shown as a steel frame with treated wood. The pool fencing is submitted as four (4) foot simulated wrought iron.

Landscaping:

The applicant has submitted the following materials and sizes for the landscape design:

TREES

SYM	QTY.	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	NOTES
SM	2	Magnolia virginiana	Sweetbay Magnolia	8'-10' HT	As Illustrated	Full, Upright Form
SO	4	Quercus shumardii	Shumard Oak	3.5" Cal	As Illustrated	Full, Well Shaped
WO	6	Quercus phellos 'Hightower'	Hightower Willow Oak	3.5" Cal	As Illustrated	Full, Well Shaped
RM	6	Acer rubrum 'Autumn Blaze'	Autumn Blaze Red Maple	3.5" Cal	Min. 30' o.c	Full, Well Shaped
PCM	4	Lagerstroemia indica 'Miami'	Miami Crepe Myrtle	2" Ave.	As Illustrated	3-5 Canes
WCM	7	Lagerstroemia indica 'Glendora White'	Glendora Crepe Myrtle	2" Ave	As Illustrated	3-5 Canes
YC	4	Prunus serrulata 'Yoshino'	Yoshino Cherry	2" Cal	As Illustrated	Full, Well Shaped
LM	15	Magnolia grandiflora 'Southern Charm'	Teddy Bear Magnolia	6'-8' HT	8' o.c.	Full, Well Shaped
OH	15	Ilex x 'Conaf'	Oak Leaf Red Holly	5'-6' HT.	6' o.c.	Full, Well Shaped

SHRUBS

SYM.	QTY.	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	NOTES
EA	30	Thuja occidentalis 'Smaragd'	Emerald Arborvitae	4' Ht.	3.5' o.c.	Full, Well Shaped
SPH	8	Ilex crenata 'Sky Pencil'	Sky Pencil Holly	48" Ht	3.75' o.c.	Full, Well Shaped
CH	20	Ilex cornuta 'Carissa'	Carissa Holly	#3	3' o.c.	Full, Well Shaped
AM	43	Miscanthus sinensis 'Adagio'	Adagio Miscanthus	#3	3' o.c.	Full, Well Shaped
FM	21	Miscanthus 'Purpurascens'	Flame Miscanthus	#3	3' o.c.	Full, Well Shaped
WB	32	Buxus microphylla var. koreana 'Wintergreen'	Wintergreen Boxwood	#3	3' o.c.	Full, Well Shaped
AC	6	Camellia japonica 'April Blush'	April Blush Camelia	36" Ht.	3' o.c.	Full, Well Shaped
LH	19	Hydrangea paniculata 'Jane'	Little Lime Hydrangea	#3	3' o.c.	Full, Well Shaped
JC	25	Cleyera japonica	Japanese Cleyera	36" Ht	3.5' o.c.	Full, Well Shaped
IH	27	Rhaphiolepis indica 'Georgia Petite'	Georgia Petite Indian Hawthorne	#3	3' o.c.	Full, Well Shaped
KO	25	Rosa Radtko	Double Red Knock Out Rose	#3	3' o.c.	Full, Well Shaped
DBH	39	Ilex cornuta 'Burfordii'	Dwarf Burford Holly	#3	3' o.c.	Full, Well Shaped
DN	9	Nandina domestica 'Blush'	Blush Nandina	#3	3' o.c.	Full, Well Shaped
GA	69	Abelia x grandiflora 'Edward Goucher'	Edward Goucher Abelia	#3	3' o.c.	Full, Well Shaped
LA	15	Abelia x grandiflora 'Little Richard'	Little Richard Abelia	#3	3' o.c.	Full, Well Shaped
RL	21	Loropetalum chinense f. rubrum 'Ruby'	Ruby Loropetalum	#3	3' o.c.	Full, Well Shaped
PMG	31	Muhlenbergia capillaris 'Lenca'	Pink Muhly Grass	#3	3' o.c.	Full, Well Shaped
CR	18	Rosa 'Meiggili'	Peach Drift Rose	#3	3' o.c.	Full, Well Shaped
AJ	18	Juniperus 'Andorra Compacta'	Andorra Juniper	#3	2.5' o.c.	Full, Well Shaped

GROUND COVER AND SEASONAL COLOR

SYM.	QTY.	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING
CJ	135sf	Juniperus sabina 'Monna'	Carpet Juniper	#1	36" o.c.
BES	28sf	Rudbeckia hirta	Black Eyed Susan	4" Pot	12" o.c.
VL	250sf	Liriope muscari 'Variegata'	Variegated Lily Turf	4" Pot	12" o.c.
SC	91sf	Annual Seasonal Color	Annual Seasonal Color		
*SOD	2475sy	Cynodon dactylon 'Tiffway 419'	Tiffway 419 Bermuda Sod - Coordinate with Civil		

 Tiffway 419 Bermuda Sod Area (* Sod Area Estimated, Coordinate with civil)

The applicant has proposed a streetscape design along Sleepy Hollow with several of the submitted species. The Shumard Oak are placed in a single line along the street with a single row of Emerald Arborvitae, Edward Goucher and Adagio Miscanthus. Additional ornamental trees in this area include Teddy Bear Magnolia and Miami Crepe Myrtle. The west drive is anchored by a Hightower Willow Oak. The east entrance has two beds with several species of ornamental trees, shrubs and seasonal color. There is a stormwater detention area on the

west side of the property which the applicant has screened from the hotel area via a row of shrubs and ornamental evergreen trees- Oak Leaf Red Holly. The parking lot medians area shown with Shumard Oaks and variegated grass. The perimeter of the building has several planting beds which incorporate the ornamental trees, shrubs and seasonal plantings. The boundary between this lot and the one adjacent to the south has a buffer line of Bermuda sod and a row of Hightower Willow Oaks. The perimeter of the site from the parking lot to the boundary of I-55 is shown as Bermuda sod.

There is no photometric plan submitted with the DRB package.

Staff Recommendations:

Staff understands that this hotel has a modern elevation and is not conducive to the standard design suggestions. That being said, staff has the following comments:

1. Staff has already spoken with the applicant about the materials proposed. The bottom story needs to be constructed of a masonry material. The Home 2 Suites which was approved on Southcrest Blvd has a modern design also and proposed to use concrete tile panels for the first floor to keep with their modern design. Staff is agreeable to using this same material for this hotel.
2. The dumpster and outbuildings must be constructed of the masonry material also so the applicant may utilize the concrete panels or a textured CMU painted to match the EIFS of the building.
3. Staff is not opposed to bringing in vivid colors as an accent to the building; however, there needs to be a compromise. As part of staff's due diligence, other TRU hotel sites and submittals were reviewed. It seems that the main color used on every site was a hue of blue. The multi colored bands varied in color, design, use and magnitude. Staff likes the blue accent on the building and is acceptable to the location of the blue. Staff would even consider the small area of Bright Yellow around the entrance; however, staff cannot see where the multi colored bands of purple, yellow and blues fit on the site. Staff is attaching a pictures of TRU options which fit the comments. It is staff's opinion that the applicant removes the colored bands and possibly works more blue in with the neutral shades of the building.
4. The landscape package submitted meets the size requirements and staff is acceptable to the placement and species used for the overall site.
5. There is no photometric plan submitted; however, as with all new developments, some form of decorative lighting is required at the streetscape level. Obviously with this site, the standard acorn lighting would not be conducive to the design so staff would ask that the applicant submit specs for a more modern decorative light. There should be two placed at each entry point.

Pending the applicant can agree to the stated comments, staff recommends approval.



REAR ELEVATION (SOUTH)



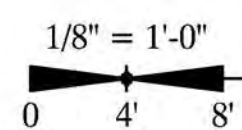
FRONT ELEVATION (NORTH)

EXTERIOR FINISH SCHEDULE

GRAPHIC	KEY	FINISH
	E1	EIFS PANTONE 7C BLACK
	E2	EIFS DRYWIT 613B OVERCAST
	E3	EIFS TERRANO DRYWIT 207 GLACIER (POLISHED GRANITE)
	E4	EIFS DRYWIT- 5 COLORS 4.1 BRIGHT YELLOW 4.2 YOSEMITE BLUE 4.3 JAMAICAN AQUA 4.4 CHAMPION COBALT 4.5 EXOTIC PURPLE
	E5	EIFS PANTONE PROCESS CYAN
	E6	EIFS DRYWIT 615A TATTLETALE
STOREFRONT, WINDOWS, AWNINGS		METALLIC GRAY
HOLLOW METAL DOORS AND FRAMES		● BM 1596 NIGHTFALL
PTAC GRILLES, LOUVERS, VENTS AND COPING		MATCH ADJACENT COLOR

TRU by HILTON
NEW HOTEL
SOUTHAVEN, MISSISSIPPI
WWW.DAVIDRCARTER.NET GREG MAYO, ARCHITECT
DAVID R. CARTER AND ASSOCIATES

ISSUE DATE 08-17-17
▲ REVISION LOG



PROJECT 00725



REAR ELEVATION (SOUTH)



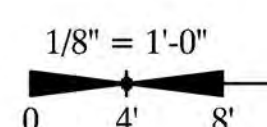
FRONT ELEVATION (NORTH)

EXTERIOR FINISH SCHEDULE

GRAPHIC	KEY	FINISH
	E1	EIFS PANTONE 7C BLACK
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STOREFRONT, WINDOWS, AWNINGS		METALLIC GRAY
HOLLOW METAL DOORS AND FRAMES		BM 1596 NIGHTFALL
PTAC GRILLES, LOUVERS, VENTS AND COPING		MATCH ADJACENT COLOR

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PROJECT 00725



REAR ELEVATION (SOUTH)



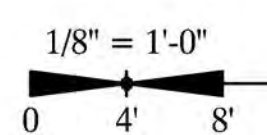
FRONT ELEVATION (NORTH)

EXTERIOR FINISH SCHEDULE

GRAPHIC	KEY	FINISH
	E1	EIFS PANTONE 7C BLACK
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PTAC GRILLES, LOUVERS, VENTS AND COPING		MATCH ADJACENT COLOR

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PROJECT 00725

Google Maps 9109 US-51

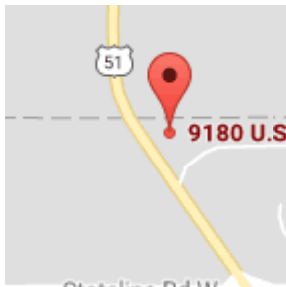


Image capture: Jul 2016 © 2017 Google

Southaven, Mississippi

Google, Inc.

Street View - Jul 2016



ROOF REPAIR- \$23,500

INSIDE RENOVATIONS-\$12,500

HVAC- \$16,500

EXTERIOR RENOVATIONS-\$10,000

ELECTRICAL-\$12,500

PLUMBING-\$5,000

15.

Mayor's Report

16.

Citizen's Agenda

Personnel Docket

December 5, 2017

Payroll Additions

Name	Position	Department	Start Date	Rate of Pay
Brian S. Ely	Police Office II	Police	TBD	\$19.83
Anthony Irizarry	Police Office II	Police	TBD	\$19.83
Thomas A. Jones	Tractor Operator	Public Works	TBD	\$15.00

*pending successful completion
of pre-emp screenings

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Lee C. Walker	Fire Fighter II/Paramedic	Fire Fighter III/Paramedic	11/30/2017	\$15.80

Police Dept Training Stipend	Type of Stipend	Effective Date	Yearly Amount
Lee Holliday	C.I.T.	11/29/2017	600.00

Terminations/Resignations

Name	Department	Position	Termination Date	Rate of Pay
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18.

City Attorney's
Legal Update



The City of Southaven Docket Recap December 5, 2017

General Fund	513,122.70
Balance Sheet	45.00
Mayor Admin	714.79
Board of Aldermen	945.00
Arts And Cultural Affairs	1,625.47
Court	3,508.91
Finance & Administration	305.00
Information Technology	10,932.32
City Clerk	3,051.10
Operations Department	-
Planning & Engineering	3,588.73
Police	92,723.81
Fire	34,209.74
Fire Prevention	958.92
EMS	9,840.54
Public Works	8,550.68
Streets	3,688.19
Parks	50,768.42
Park Tournaments	13,898.05
Code Enforcement	2,303.49
City Fuel	-
Expense Accounts	262,967.54
Administrative Expenses	3,000.00
Litigation	5,497.00
Liability Insurance	-
Professional Dues	-
Bond Funded CAP Proj	387,668.03
Tourist & Convention	-
Debt Service	1,365,553.13
Utility Fund	591,479.16
Sanitation Fund	15,887.43
Payroll Fund	678,604.37
DOCKET TOTAL	3,552,314.82

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-120517

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YEAR/PERIOD: 2017/1 TO 2018/3	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	0010		GENERAL FUND				
	0010-000-000-00-500700-			RECREATIONAL FEES			
	026108 ROBERTSON LENESHIA	2282017	292447	2018 2 INV A	45.00	C-120517	ROBERT BOBERSTON/SP
	INVOICE: 2282017		FULL DESC:	ROBERT BOBERSTON/SPORTS REFUND			
				ACCOUNT TOTAL	45.00		
			ORG 0010	TOTAL	45.00		
	111		MAYOR ADMIN DEPARTMENT				
	0010-100-111-00-626900-			TRAVEL & TRAINING			
	001092 MATTHEW BENDER & CO.	95931848	292230	2018 2 INV A	60.43	C-120517	MS CODE 2017 CITATO
	INVOICE: 95931848		FULL DESC:	MS CODE 2017 CITATOR			
	001092 MATTHEW BENDER & CO.	96151579	292231	2018 2 INV A	519.36	C-120517	2017 VOLS/REPALCEME
	INVOICE: 96151579		FULL DESC:	2017 VOLS/REPALCEMENT VOLUMES			
					579.79		
	001339 CREDIT CARD CENTER	11182017	292234	2018 2 INV A	135.00	C-120517	11/18/2017
	INVOICE: 11182017		FULL DESC:	11/18/2017			
				ACCOUNT TOTAL	714.79		
			ORG 111	TOTAL	714.79		
	115		BOARD OF ALDERMAN				
	0010-100-115-00-626900-			TRAVEL & TRAINING			
	001339 CREDIT CARD CENTER	11182017	292234	2018 2 INV A	945.00	C-120517	11/18/2017
	INVOICE: 11182017		FULL DESC:	11/18/2017			
				ACCOUNT TOTAL	945.00		
			ORG 115	TOTAL	945.00		
	120		ARTS AND CULTURAL AFFAIRS				
	0010-400-120-00-610400-			OFFICE SUPPLIES			
	006685 DEX IMAGING	AR3040177	292216	2018 2 INV A	730.47	C-120517	COPY CONTRACT / FOR
	INVOICE:		FULL DESC:	COPY CONTRACT / FOREVER YOUNG			
				ACCOUNT TOTAL	730.47		
	0010-400-120-00-622100-			PROFESSIONAL FEES			
	004489 JOHNSON CINDY	236-17	292432	2018 2 INV A	270.00	C-120517	AEROBICS CLASS
	INVOICE:		FULL DESC:	AEROBICS CLASS			
	013302 MCMULLIN GLORIA	11-17	292729	2018 3 INV A	240.00	C-120517	LINE DANCE CLASS
	INVOICE:		FULL DESC:	LINE DANCE CLASS			
	013370 MARY J. CAIN	45-17	292219	2018 2 INV A	60.00	C-120517	LINE DANCE CLASS
	INVOICE:		FULL DESC:	LINE DANCE CLASS			
	017200 SMITH JOYCE W	1115-17	292220	2018 2 INV A	25.00	C-120517	YOGA

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-120517

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YEAR/PERIOD: 2017/1 ACCOUNT/VENDOR	TO 2018/3 DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: 017200 SMITH JOYCE W	1122-17	FULL DESC: YOGA 292435	2018 2 INV A	25.00	C-120517	YOGA CLASS
INVOICE: 017200 SMITH JOYCE W	1129-17	FULL DESC: YOGA CLASS 292730	2018 3 INV A	50.00	C-120517	YOGA CLASS
INVOICE:		FULL DESC: YOGA CLASS				
				100.00		
017272 PERKINS WENDY INVOICE: 111717	111717	292218 FULL DESC: AEROBICS	2018 2 INV A	105.00	C-120517	AEROBICS
021019 CAIN LINDA A INVOICE: 29817	29817	292221 FULL DESC: LINE DANCE CLASS	2018 2 INV A	60.00	C-120517	LINE DANCE CLASS
021019 CAIN LINDA A INVOICE:	299-17	292429 FULL DESC: LINE DANCE CLASS	2018 2 INV A	60.00	C-120517	LINE DANCE CLASS
				120.00		
		ACCOUNT TOTAL		895.00		
		ORG 120 TOTAL		1,625.47		
125		COURT DEPARTMENT				
0010-100-125-00-621500- 001427 AL WILLIAMS BAIL BON INVOICE: 11202017	11202017	292251 FULL DESC: BOND REMISSION- AMANDA GRIFFIN	COURT BOND REFUND 2018 2 INV A	805.00	C-120517	BOND REMISSION- AMA
		ACCOUNT TOTAL		805.00		
0010-100-125-00-621505- 000374 SOUTHAVEN APPLIANCE INVOICE: 112717	112717	292431 FULL DESC: REPAIR DISHWASTER IN COURT KITCHEN	COURT SUPPLIES 2018 2 INV A	230.27	C-120517	REPAIR DISHWASTER I
004230 THOMSON REUTERS-WEST INVOICE: 837193034	837193034	292252 FULL DESC: MS CRIMINAL LAW PROCEDURE MANUALS	2018 2 INV A	224.70	C-120517	MS CRIMINAL LAW PRO
007504 PAETEC INVOICE: 69453458	69453458	292361 FULL DESC: COURT PHONES/61351494	2018 2 INV A	758.27	C-120517	COURT PHONES/613514
007600 OFFICE DEPOT INVOICE: 2130204028	2130204028	292448 FULL DESC: CALENDAR/RECEIPT PAPER/FOLDERS/PENS	2018 2 INV A	140.69	C-120517	CALENDAR/RECEIPT PA
		ACCOUNT TOTAL		1,353.93		
0010-100-125-00-622100- 002086 SPRIGGS STACEY INVOICE: 11292017	11292017	292707 FULL DESC: SPECIAL PUBLIC DEFENDER/RODGERS BROWN/11/29/17	PROFESSIONAL SERVICES 2018 3 INV A	200.00	C-120517	SPECIAL PUBLIC DEFE
027557 JEWELL KATIE ASHLEY INVOICE: 11172017	11172017	292232 FULL DESC: SPECIAL PROSECUTOR- NOVEMBER 17, 2017	2018 2 INV A	200.00	C-120517	SPECIAL PROSECUTOR-
		ACCOUNT TOTAL		400.00		

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-120517

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YEAR/PERIOD: 2017/1 TO 2018/3	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	0010-100-125-00-626900- 020080 FAXON CATHI INVOICE: 11022017	11022017	292365	TRAVEL & TRAINING 2018 2 INV A FULL DESC: DOMESTIC VIOLENCE PROTECTION ORDERS	79.72	C-120517	DOMESTIC VIOLENCE P
				ACCOUNT TOTAL	79.72		
				ORG 125 TOTAL	2,638.65		
145	0010-100-145-00-626900- 018766 GOVERNMENT FINANCE INVOICE: 1687071117	1687071117	292228	DEPARTMENT OF FINANCE & ADMIN TRAVEL & TRAINING 2018 2 INV A FULL DESC: CHRIS WILSON/ EDITH MCIWAIN RENEWAL	305.00	C-120517	CHRIS WILSON/ EDITH
				ACCOUNT TOTAL	305.00		
				ORG 145 TOTAL	305.00		
150	0010-100-150-00-610500- 000342 DELL MARKETING LP INVOICE: 10204394641 000342 DELL MARKETING LP INVOICE: 10204394650	10204394641 10204394650	292650 292651	INFORMATION TECHNOLOGY COMPUTERS 2018 2 INV A LAPTOP ADAPTER / CODE ENFORCEMENT 2018 2 INV A FULL DESC: LAPTOP ADAPTERS IT	44.99 67.49	C-120517 C-120517	LAPTOP ADAPTER / CO LAPTOP ADAPTERS IT
					112.48		
	000739 CDW GOVERNMENT INC INVOICE:	KWQ2716	292652	2018 2 INV A FULL DESC: MONITORS	848.00	C-120517	MONITORS
	001137 FEDEX INVOICE:	5-986-8740	292646	2018 2 INV A FULL DESC: SHIPPING CHARGES	61.71	C-120517	SHIPPING CHARGES
	001361 SAM'S CLUB DIRECT INVOICE: 11202017	11202017	292644	2018 2 INV A FULL DESC: SAM'S	878.00	C-120517	SAM'S
	007600 OFFICE DEPOT INVOICE: 2128721506	2128721506	292647	2018 2 INV A FULL DESC: VETERAN'S DAY SUPPLIES	17.86	C-120517	VETERAN'S DAY SUPPL
	026785 BEST BUY INVOICE: 2923457	2923457	292648	2018 2 INV A FULL DESC: PHONE CHARGING CABLE	17.99	C-120517	PHONE CHARGING CABL
				ACCOUNT TOTAL	1,936.04		
	0010-100-150-00-612500- 021916 MIDSOUTH SOLUTIONS INVOICE: 113446	113446	292645	UNIFORMS 2018 2 INV A FULL DESC: ROBINSON ALLOTMENT	248.47	C-120517	ROBINSON ALLOTMENT
				ACCOUNT TOTAL	248.47		
	0010-100-150-00-614000- 006919 FUELMAN	NP51873801	292653	GASOLINE/OIL 2018 2 INV A	123.20	C-120517	ITEC FUEL

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-120517

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YEAR/PERIOD: 2017/1 TO 2018/3	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE:	006919 FUELMAN	NP51913346	FULL DESC: ITEC FUEL	2018 2 INV A	33.98	C-120517	ITEC FUEL
INVOICE:			FULL DESC: ITEC FUEL				
					157.18		
			ACCOUNT TOTAL		157.18		
			ORG 150 TOTAL		2,341.69		
155			CITY CLERK				
0010-100-155-00-610400-	000343 NATIONAL BUSINESS FU	CV916383-TDQ	292357	2018 2 INV A	662.51	C-120517	OFFICE SUPPLIES
INVOICE:			FULL DESC: OFFICE DESK				OFFICE DESK
026785 BEST BUY	2895678	292360		2018 2 INV A	187.98	C-120517	OFFICE SUPPLIES
INVOICE: 2895678			FULL DESC: OFFICE SUPPLIES				
			ACCOUNT TOTAL		850.49		
0010-100-155-00-610401-	001361 SAM'S CLUB DIRECT	11202017	292644	2018 2 INV A	227.16	C-120517	OFFICE SUPPLY-INVENTORY
INVOICE: 11202017			FULL DESC: SAM'S				SAM'S
			ACCOUNT TOTAL		227.16		
0010-100-155-00-614000-	021382 PETTY CASH	11302017	292739	2018 3 INV A	20.00	C-120517	GASOLINE/OIL
INVOICE: 11302017			FULL DESC: PETTY CASH REIMB/CITY CLERK				PETTY CASH REIMB/CI
			ACCOUNT TOTAL		20.00		
0010-100-155-00-625700-	006685 DEX IMAGING	AR3057106	292356	2018 2 INV A	269.00	C-120517	TELEPHONE & POSTAGE
INVOICE:			FULL DESC: POSTAGE METER				POSTAGE METER
018342 GREAT AMERICA FINANC	21642147	292358		2018 2 INV A	169.00	C-120517	NOV. POSTAGE METER
INVOICE: 21642147			FULL DESC: NOV. POSTAGE METER				
021382 PETTY CASH	11302017	292739		2018 3 INV A	1.47	C-120517	PETTY CASH REIMB/CI
INVOICE: 11302017			FULL DESC: PETTY CASH REIMB/CITY CLERK				
024172 CMRS-FP #10600061097	11272017	292359		2018 2 INV A	1,500.00	C-120517	106000610977-POSTAG
INVOICE: 11272017			FULL DESC: 106000610977-POSTAGE LOAD				
			ACCOUNT TOTAL		1,939.47		
0010-100-155-00-626100-	001185 DESOTO TIMES-TRIBUNE	300114121	292723	2018 3 INV A	13.98	C-120517	ADVERTISING
INVOICE: 300114121			FULL DESC: CUP/ BRIAN HILL				CUP/ BRIAN HILL
			ACCOUNT TOTAL		13.98		

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				ORG 155	TOTAL		3,051.10
180				PLANNING / ENGINEERING DEPT			
0010-100-180-00-610400-				OFFICE SUPPLIES			
000343 NATIONAL BUSINESS FU	CV917328-TDQ	292710		2018 3 INV A	1,348.00	C-120517	DESK/ DEBBIE
INVOICE:		FULL DESC:		DESK/ DEBBIE			
006685 DEX IMAGING	AR3025626	292235		2018 2 INV A	39.19	C-120517	COPIER CODE ENFORCE
INVOICE:		FULL DESC:		COPIER CODE ENFORCEMENT			
006685 DEX IMAGING	AR3031691	292366		2018 2 INV A	164.41	C-120517	COPIER LEASE
INVOICE:		FULL DESC:		COPIER LEASE			
					203.60		
007600 OFFICE DEPOT	975301684001	292250		2018 2 INV A	33.27	C-120517	OFFICE SUPPLIES
INVOICE: 975301684001		FULL DESC:		OFFICE SUPPLIES			
007600 OFFICE DEPOT	975301884001	292369		2018 2 INV A	25.19	C-120517	OFFICE SUPPLIES
INVOICE: 975301884001		FULL DESC:		OFFICE SUPPLIES			
007600 OFFICE DEPOT	978133349001	292368		2018 2 INV A	73.76	C-120517	SUPPLIES/INK/POST-I
INVOICE: 978133349001		FULL DESC:		SUPPLIES/INK/POST-ITS			
007600 OFFICE DEPOT	980504342001	292711		2018 3 INV A	146.97	C-120517	TOWER HEATERS
INVOICE: 980504342001		FULL DESC:		TOWER HEATERS			
007600 OFFICE DEPOT	980903539001	292712		2018 3 INV A	93.59	C-120517	TONER
INVOICE: 980903539001		FULL DESC:		TONER			
					372.78		
				ACCOUNT TOTAL	1,924.38		
0010-100-180-00-611300-				MOTOR VEH REPAIRS/MAINT			
000887 JIMMY GRAY CHEVROLET	336957	292430		2018 2 INV A	164.95	C-120517	BLDG. DEPT. VEHICLE
INVOICE: 336957		FULL DESC:		BLDG. DEPT. VEHICLE MAINTENANCE			
				ACCOUNT TOTAL	164.95		
0010-100-180-00-612500-				UNIFORMS			
003011 M & M PROMOTIONS	85282	292370		2018 2 INV A	585.00	C-120517	BLDG. DEPT UNIFORMS
INVOICE: 85282		FULL DESC:		BLDG. DEPT UNIFORMS			
				ACCOUNT TOTAL	585.00		
0010-100-180-00-625700-				TELEPHONE/POSTAGE			
001137 FEDEX	5-994-11068	292367		2018 2 INV A	36.40	C-120517	MEDICAL SUPPLIES/MD
INVOICE:		FULL DESC:		MEDICAL SUPPLIES/MDOT CONTACTS			
				ACCOUNT TOTAL	36.40		
0010-100-180-00-626900-				TRAVEL & TRAINING			
001339 CREDIT CARD CENTER	11182017	292234		2018 2 INV A	414.00	C-120517	11/18/2017
INVOICE: 11182017		FULL DESC:		11/18/2017			

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INVOICE: 25924	000979 SOUTHAVEN CAR CARE	25928	FULL DESC: 2268- PLUGS/ DIAGNOSTIC	2018 3 INV A	902.55	C-120517	3126- CONVERTER/ SO
INVOICE: 25928	000979 SOUTHAVEN CAR CARE	25940	FULL DESC: 3126- CONVERTER/ SOLENOID	2018 3 INV A	436.50	C-120517	3003-PLUGS/ #7 COIL
INVOICE: 25940			FULL DESC: 3003-PLUGS/ #7 COIL/ DIAG.				
					3,330.96		
INVOICE: 1050161	001114 UNION AUTO PARTS	1050161	FULL DESC: 3003- BRAKE PAD/ ROTOR SETS	2018 2 INV A	345.56	C-120517	3003- BRAKE PAD/ RO
INVOICE: 1064810	001114 UNION AUTO PARTS	1064810	FULL DESC: STOCK -WIPERS	2018 2 INV A	55.05	C-120517	STOCK -WIPERS
INVOICE: 1065629	001114 UNION AUTO PARTS	1065629	FULL DESC: STOCK/ BULBS	2018 2 INV A	61.44	C-120517	STOCK/ BULBS
					462.05		
INVOICE: 481086	001962 IDEAL TIRE SALES	481086	FULL DESC: 3145- ALIGNMENT- MT/BAL.	2018 2 INV A	139.95	C-120517	3145- ALIGNMENT- MT
INVOICE: 481143	001962 IDEAL TIRE SALES	481143	FULL DESC: 3029- FLAT REPAIR	2018 2 INV A	33.00	C-120517	3029- FLAT REPAIR
INVOICE: 481214	001962 IDEAL TIRE SALES	481214	FULL DESC: 3111- TENSION STRUTS/BRAKE LABOR/ALIGNMENT	2018 2 INV A	542.45	C-120517	3111- TENSION STRUT
INVOICE: 481313	001962 IDEAL TIRE SALES	481313	FULL DESC: 3098- TENSION STRUTS	2018 2 INV A	140.00	C-120517	3098- TENSION STRUT
INVOICE: 481320	001962 IDEAL TIRE SALES	481320	FULL DESC: 3124- BRAKE & STRUT LABOR	2018 2 INV A	290.00	C-120517	3124- BRAKE & STRUT
INVOICE: 481347	001962 IDEAL TIRE SALES	481347	FULL DESC: 3145- MT/BAL & VALUE STEM	2018 2 INV A	23.00	C-120517	3145- MT/BAL & VALU
INVOICE: 481457	001962 IDEAL TIRE SALES	481457	FULL DESC: LOOSE/ MT/BAL	2018 2 INV A	20.00	C-120517	LOOSE/ MT/BAL
					1,188.40		
INVOICE:	007304 O'REILLYS AUTO PARTS	1257-337878	FULL DESC: 3098- CONTROL ARM ASSY	2018 3 INV A	210.08	C-120517	3098- CONTROL ARM A
INVOICE: 137392	011610 SOUTHERN THUNDER	137392	FULL DESC: 3101 HEATED JACKET LINER	2018 3 INV A	180.00	C-120517	3101 HEATED JACKET
INVOICE: 138027	011610 SOUTHERN THUNDER	138027	FULL DESC: 3101- HEATED JACKET LINER	2018 3 INV A	180.00	C-120517	3101- HEATED JACKET
INVOICE: 138711	011610 SOUTHERN THUNDER	138711	FULL DESC: 3101- HEATED GLOVE	2018 3 INV A	165.60	C-120517	3101- HEATED GLOVE
					525.60		
INVOICE: 39327	019700 CHOICE TOWING	39327	FULL DESC: 3113- TOW	2018 3 INV A	65.00	C-120517	3113- TOW
INVOICE: 45162888	019912 GOODYEAR TIRE	45162888	FULL DESC: TIRES/ SC	2018 3 INV A	1,096.32	C-120517	TIRES/ SC

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	022896 VALVOLINE LLC	102898050065	292689	2018 3 INV A	42.48	C-120517	3136- O/C
	INVOICE: 102898050065		FULL DESC: 3136- O/C				
	022896 VALVOLINE LLC	102899050065	292690	2018 3 INV A	40.78	C-120517	3051-O/C
	INVOICE: 102899050065		FULL DESC: 3051-O/C				
	022896 VALVOLINE LLC	102955050065	292691	2018 3 INV A	42.48	C-120517	3071-O/C
	INVOICE: 102955050065		FULL DESC: 3071-O/C				
	022896 VALVOLINE LLC	102982050065	292697	2018 3 INV A	40.78	C-120517	3000- O/C
	INVOICE: 102982050065		FULL DESC: 3000- O/C				
	022896 VALVOLINE LLC	103005050065	292695	2018 3 INV A	36.54	C-120517	3152- O/C
	INVOICE: 103005050065		FULL DESC: 3152- O/C				
	022896 VALVOLINE LLC	103032050065	292693	2018 3 INV A	40.78	C-120517	4189- O.C
	INVOICE: 103032050065		FULL DESC: 4189- O.C				
	022896 VALVOLINE LLC	103038050065	292694	2018 3 INV A	40.78	C-120517	4191- O/C
	INVOICE: 103038050065		FULL DESC: 4191- O/C				
	022896 VALVOLINE LLC	103091050065	292692	2018 3 INV A	40.36	C-120517	3124- O/C
	INVOICE: 103091050065		FULL DESC: 3124- O/C				
	022896 VALVOLINE LLC	103135050065	292698	2018 3 INV A	40.78	C-120517	3133-O/C
	INVOICE: 103135050065		FULL DESC: 3133-O/C				
	022896 VALVOLINE LLC	103250050065	292699	2018 3 INV A	42.48	C-120517	3087- O/C
	INVOICE: 103250050065		FULL DESC: 3087- O/C				
	022896 VALVOLINE LLC	103255050065	292700	2018 3 INV A	42.48	C-120517	3134- O/C
	INVOICE: 103255050065		FULL DESC: 3134- O/C				
	022896 VALVOLINE LLC	103347050065	292702	2018 3 INV A	40.78	C-120517	3082- O/C
	INVOICE: 103347050065		FULL DESC: 3082- O/C				
	022896 VALVOLINE LLC	103384050065	292703	2018 3 INV A	42.48	C-120517	3132- O/C
	INVOICE: 103384050065		FULL DESC: 3132- O/C				
	022896 VALVOLINE LLC	113208050069	292696	2018 3 INV A	40.78	C-120517	4187- O/C
	INVOICE: 113208050069		FULL DESC: 4187- O/C				
	022896 VALVOLINE LLC	113586050069	292701	2018 3 INV A	40.78	C-120517	3052- O/C
	INVOICE: 113586050069		FULL DESC: 3052- O/C				
					615.54		
	024433 COLLISION CENTRE SOU 1974		292685	2018 3 INV A	705.60	C-120517	3104- FRONT BUMPER/
	INVOICE: 1974		FULL DESC: 3104- FRONT BUMPER/GRILLE/LAMPS				
				ACCOUNT TOTAL	8,292.20		
	0010-200-211-00-612200-			MAINTENANCE EQUIPMENT & BUILD			
	007600 OFFICE DEPOT	976196905001	292537	2018 2 INV A	815.97	C-120517	CHAIRS/MAT/COPY PAP
	INVOICE: 976196905001		FULL DESC: CHAIRS/MAT/COPY PAPER				
	007600 OFFICE DEPOT	976202591001	292538	2018 2 INV A	91.77	C-120517	EVIDENCE GLOVE HOLD
	INVOICE: 976202591001		FULL DESC: EVIDENCE GLOVE HOLDER BOX				
					907.74		
				ACCOUNT TOTAL	907.74		
	0010-200-211-00-612500-			UNIFORMS			
	019845 ROSENBERG BRYAN	11152017	292508	2018 2 INV A	445.70	C-120517	2018 ALLOT. REIMB.
	INVOICE: 11152017		FULL DESC: 2018 ALLOT. REIMB. FOR CLOTHING				

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	020720 DELANEY JEREMY INVOICE: 11202017	11202017	292507	2018 2 INV A FULL DESC: 2018 ALLOT. REIMB. FOR CLOTHING	566.00 C-120517		2018 ALLOT. REIMB.
	020721 PRICE TYLER INVOICE: 11292017	11292017	292504	2018 2 INV A FULL DESC: 2018 ALLOT REIMB. FOR CLOTHING	463.30 C-120517		2018 ALLOT REIMB. F
	021916 MIDSOUTH SOLUTIONS INVOICE: 112998	112998	292526	2018 2 INV A FULL DESC: WALLEY, WHITNEY/ '18 ALLOT.	490.88 C-120517		WALLEY, WHITNEY/ '1
	021916 MIDSOUTH SOLUTIONS INVOICE: 113224	113224	292678	2018 3 INV A FULL DESC: KNOX. PORAD/ '18 ALLOT.	459.65 C-120517		KNOX. PORAD/ '18 AL
	021916 MIDSOUTH SOLUTIONS INVOICE: 113410	113410	292524	2018 2 INV A FULL DESC: ADREANNE MOORE/ CG ALLOTMENT	99.00 C-120517		ADREANNE MOORE/ CG
	021916 MIDSOUTH SOLUTIONS INVOICE: 113462	113462	292521	2018 2 INV A FULL DESC: RICH, JOEL/ '18 ALLOT.	600.00 C-120517		RICH, JOEL/ '18 ALL
	021916 MIDSOUTH SOLUTIONS INVOICE: 113463	113463	292522	2018 2 INV A FULL DESC: HOLLIDAY, LEE/ '18 ALLOT.	600.00 C-120517		HOLLIDAY, LEE/ '18
					2,249.53		
	024257 HURST ROY INVOICE: 11282017	11282017	292506	2018 2 INV A FULL DESC: BAL. 2018 ALLOT. REIMB. FOR CLOTHING	70.00 C-120517		BAL. 2018 ALLOT. RE
				ACCOUNT TOTAL	3,794.53		
	0010-200-211-00-614000- 006919 FUELMAN INVOICE:	NP51838694	292519	FUEL & OIL 2018 2 INV A FULL DESC: FUEL FOR SPD	4,664.09 C-120517		FUEL FOR SPD
				ACCOUNT TOTAL	4,664.09		
	0010-200-211-00-615500- 000964 DESOTO COUNTY SHERIF INVOICE: 112117	112117	292410	JAIL FEES 2018 2 INV A FULL DESC: INMATE MEDICAL /PHARMACY/ OCTOBER 2017	140.00 C-120517		INMATE MEDICAL /PHA
	000964 DESOTO COUNTY SHERIF INVOICE: 11212017	11212017	292409	2018 2 INV A FULL DESC: INMATE HOUSING / OCTOBER 2017	15,400.00 C-120517		INMATE HOUSING / OC
					15,540.00		
				ACCOUNT TOTAL	15,540.00		
	0010-200-211-00-622100- 000487 INTERNATIONAL ASSOCI INVOICE: 11292017	11292017	292510	PROFESSIONAL SERVICES 2018 2 INV A FULL DESC: 2018 DUES- B.ROSENBERG	80.00 C-120517		2018 DUES- B.ROSENBERG
	006685 DEX IMAGING INVOICE:	AR3040176	292659	2018 2 INV A FULL DESC: MP7549- NARCOTICS	469.70 C-120517		MP7549- NARCOTICS
	006685 DEX IMAGING INVOICE:	AR3040180	292660	2018 2 INV A FULL DESC: MP7393- RECORDS	244.78 C-120517		MP7393- RECORDS
	006685 DEX IMAGING INVOICE:	AR3040181	292662	2018 2 INV A FULL DESC: MP6427-MP6419- INV/DISP	303.89 C-120517		MP6427-MP6419- INV/
	006685 DEX IMAGING INVOICE:	AR3040182	292661	2018 2 INV A FULL DESC: A4738- EAST PRECINCT	5.20 C-120517		A4738- EAST PRECINC

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ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION		
006685 DEX IMAGING INVOICE:	AR3061193	292680	2018 3 INV A	37.46	C-120517	MP6695- PUB. REL.		
006685 DEX IMAGING INVOICE:	AR3061194	292688	2018 3 INV A	18.34	C-120517	P1015-1018 &P1201-		
		FULL DESC:	MP6695- PUB. REL.					
		FULL DESC:	P1015-1018 &P1201- INTEL/4 SM-PRINTERS					
				1,079.37				
011492 MDIAI INVOICE: 11282017	11282017	292509	2018 2 INV A	20.00	C-120517	ROSENBERG 2017-18 D		
		FULL DESC:	ROSENBERG 2017-18 DUES (INT'L ASSOC. IDENTIFICATION					
021625 AMERICAN TESTING LLC 3742 INVOICE: 3742	3742	292671	2018 3 INV A	95.00	C-120517	BA DRAW - I. WHITE		
		FULL DESC:	BA DRAW - I. WHITE					
025660 TRACKER PRODUCTS LLC TPINV-001494 INVOICE:	292534	292534	2018 2 INV A	4,500.00	C-120517	TRACKER SOFTWARE		
		FULL DESC:	TRACKER SOFTWARE					
			ACCOUNT TOTAL	5,774.37				
0010-200-211-00-625700- 000971 PITNEY BOWES GLOBAL INVOICE: 3304826786	3304826786	292523	2018 2 INV A	177.96	C-120517	TELEPHONE & POSTAGE QTRLY LEASE SPD		
		FULL DESC:	QTRLY LEASE SPD					
001234 CENTURYLINK INVOICE: 3000111017	3000111017	292503	2018 2 INV A	236.32	C-120517	300091223/ E. PRECI		
		FULL DESC:	300091223/ E. PRECINCT					
001338 PURCHASE POWER INVOICE: 11132017	11132017	292527	2018 2 INV A	63.01	C-120517	8000-9000-0746-4021		
		FULL DESC:	8000-9000-0746-4021/ SPD POSTAGE SUPPLIES					
006142 ACCESS POINT INC INVOICE: 5338454	5338454	292502	2018 2 INV A	281.66	C-120517	317602/ 1855 VETERA		
		FULL DESC:	317602/ 1855 VETERANS					
007600 OFFICE DEPOT INVOICE: 974963837001	974963837001	292535	2018 2 INV A	134.97	C-120517	PHONE CASES/IVERSON		
007600 OFFICE DEPOT INVOICE: 975887397001	975887397001	292536	2018 2 INV A	52.64	C-120517	PHONE CASES/IVERSON/YANCEY/SMOWSKI PHONE CASE/ CRUM		
		FULL DESC:	PHONE CASE/ CRUM					
				187.61				
			ACCOUNT TOTAL	946.56				
0010-200-211-00-626102- 000424 A 2 Z ADVERTISING INVOICE: 45799	45799	292681	2018 3 INV A	523.55	C-120517	PUBLIC RELATIONS PADFOLIOS		
		FULL DESC:	PADFOLIOS					
000424 A 2 Z ADVERTISING INVOICE: 45801	45801	292683	2018 3 INV A	582.04	C-120517	LAPPEL PINS		
		FULL DESC:	LAPPEL PINS					
000424 A 2 Z ADVERTISING INVOICE: 45959	45959	292682	2018 3 INV A	830.36	C-120517	MEMO BOOKS		
		FULL DESC:	MEMO BOOKS					
				1,935.95				
001213 TRI-STATE TROPHY INVOICE: 64626	64626	292529	2018 2 INV A	55.00	C-120517	CPA PLAQUE		
		FULL DESC:	CPA PLAQUE					

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				ACCOUNT TOTAL		1,990.95	
0010-200-211-00-626900-				TRAVEL & TRAINING			
000813 VOHNE LICHE KENNELS	14307	292674		2018 3 INV A	12,725.00	C-120517	HODGES, S. 9 WK. TR
INVOICE: 14307		FULL DESC:	HODGES, S. 9 WK. TRAINER COURSE				
001339 CREDIT CARD CENTER	11182017	292234		2018 2 INV A	1,275.44	C-120517	11/18/2017
INVOICE: 11182017		FULL DESC:	11/18/2017				
001361 SAM'S CLUB DIRECT	11202017	292644		2018 2 INV A	129.74	C-120517	SAM'S
INVOICE: 11202017		FULL DESC:	SAM'S				
				ACCOUNT TOTAL		14,130.18	
0010-200-211-00-630400-				MACHINERY & EQUIPMENT			
000813 VOHNE LICHE KENNELS	14311	292664		18000027 2018 2 INV A	10,000.00	C-120517	K9 PURCHASE (REX)
INVOICE: 14311		FULL DESC:	K9 PURCHASE (REX)				
				ACCOUNT TOTAL		10,000.00	
0010-200-211-00-661800-				CONFISCATED FUNDS-LOCAL			
004230 THOMSON REUTERS-WEST	837089155	292518		2018 2 INV A	369.60	C-120517	OCT 17- CLEAR WEB A
INVOICE: 837089155		FULL DESC:	OCT 17- CLEAR WEB ANALYTICS				
				ACCOUNT TOTAL		369.60	
				ORG 211 TOTAL		89,244.63	
290				FIRE DEPARTMENT			
0010-200-290-00-611000-				MATERIALS			
000457 GRAINGER	9614844075	292446		2018 2 INV A	198.48	C-120517	WEBBING SPOOLS / ST
INVOICE: 9614844075		FULL DESC:	WEBBING SPOOLS / STATION 3				
001361 SAM'S CLUB DIRECT	11202017	292644		2018 2 INV A	659.46	C-120517	SAM'S
INVOICE: 11202017		FULL DESC:	SAM'S				
005044 LOWE'S HOME CENTERS,	11252017	292656		2018 2 INV A	366.67	C-120517	LOWES CREDIT
INVOICE: 11252017		FULL DESC:	LOWES CREDIT				
007600 OFFICE DEPOT	2130897343	292428		2018 2 INV A	639.98	C-120517	OFFICE CHAIRS/ STAT
INVOICE: 2130897343		FULL DESC:	OFFICE CHAIRS/ STATION 4				
				ACCOUNT TOTAL		1,864.59	
0010-200-290-00-611300-				MAINTENANCE VEHICLES			
000223 CROW'S TRUCK SERVICE	S27124	292387		2018 2 INV A	2,181.05	C-120517	REPAIRS TO ENGINE 2
INVOICE:		FULL DESC:	REPAIRS TO ENGINE 2				
000691 NORTH MISSISSIPPI TI	60745	292385		2018 2 INV A	1,130.70	C-120517	NEW TIRES/ ENGINE 3
INVOICE: 60745		FULL DESC:	NEW TIRES/ ENGINE 3				

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	000883 AMERICAN TIRE REPAIR	133410	292386	2018 2 INV A	157.00	C-120517	DISMOUNT/BALANCE/ N
	INVOICE: 133410		FULL DESC:	DISMOUNT/BALANCE/ NEW TIRES ENGINE 3			
	001150 NAPA GENUINE PARTS C	3465-715646	292413	2018 2 INV A	47.86	C-120517	HOSE REPAIR/ ENGINE
	INVOICE:		FULL DESC:	HOSE REPAIR/ ENGINE 2			
	020832 EMERGENCY EQUIPMENT	430718	292382	18000029 2018 2 INV A	8,681.30	C-120517	ANNUAL INSPECTION A
	INVOICE: 430718		FULL DESC:	ANNUAL INSPECTION AND REPAIRS			
	021382 PETTY CASH	11302017	292739	2018 3 INV A	20.00	C-120517	PETTY CASH REIMB/CI
	INVOICE: 11302017		FULL DESC:	PETTY CASH REIMB/CITY CLERK			
	024987 SAFELITE AUTO GLASS	1873-356979	292408	2018 2 INV A	78.93	C-120517	WHINDSHIELD REPAIR
	INVOICE:		FULL DESC:	WHINDSHIELD REPAIR SQUAD 2			
				ACCOUNT TOTAL	12,296.84		
	0010-200-290-00-612200-			MAINTENANCE EQUIPMENT & BUILD			
	000397 KNOX ASSOCIATES INC	INV01194254	292414	2018 2 INV A	165.00	C-120517	REPAIR / REKEY/REWO
	INVOICE:		FULL DESC:	REPAIR / REKEY/REWORK KNOX BOX			
	000650 G & W DIESEL SERVICE	130171	292381	18000026 2018 2 INV A	7,650.00	C-120517	ANNUAL HOLMATRO SER
	INVOICE: 130171		FULL DESC:	ANNUAL HOLMATRO SERVICE			
	001102 SOUTHAVEN SUPPLY	303578	292406	2018 2 INV A	27.98	C-120517	VENT0A HOOD LIGHT/S
	INVOICE: 303578		FULL DESC:	VENT0A HOOD LIGHT/STATION 4			
	005044 LOWE'S HOME CENTERS,	11252017	292656	2018 2 INV A	784.10	C-120517	LOWES CREDIT
	INVOICE: 11252017		FULL DESC:	LOWES CREDIT			
				ACCOUNT TOTAL	8,627.08		
	0010-200-290-00-614000-			FUEL & OIL			
	000339 SAYLE OIL CO INC	403022	292444	2018 2 INV A	1,119.77	C-120517	FUEL FOR STATION 2
	INVOICE: 403022		FULL DESC:	FUEL FOR STATION 2			
	006919 FUELMAN	NP51645676	292384	2018 2 INV A	33.00	C-120517	FUEL
	INVOICE:		FULL DESC:	FUEL			
	006919 FUELMAN	NP51838715	292383	2018 2 INV A	70.93	C-120517	FUEL
	INVOICE:		FULL DESC:	FUEL			
	006919 FUELMAN	NP51873405	292441	2018 2 INV A	37.21	C-120517	FUEL
	INVOICE:		FULL DESC:	FUEL			
					141.14		
				ACCOUNT TOTAL	1,260.91		
	0010-200-290-00-622100-			PROFESSIONAL SERVICES			
	001361 SAM'S CLUB DIRECT	11202017	292644	2018 2 INV A	15.00	C-120517	SAM'S
	INVOICE: 11202017		FULL DESC:	SAM'S			
				ACCOUNT TOTAL	15.00		

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	0010-200-290-00-625700-			TELEPHONE & POSTAGE			
	001137 FEDEX	5-994-11068	292367	2018 2 INV A	39.11	C-120517	MEDICAL SUPPLIES/MD
	INVOICE:		FULL DESC:	MEDICAL SUPPLIES/MDOT CONTACTS			
	006142 ACCESS POINT INC	5338325	292412	2018 2 INV A	82.20	C-120517	279025/ PHONE STATI
	INVOICE: 5338325		FULL DESC:	279025/ PHONE STATION 1			
	021382 PETTY CASH	11302017	292739	2018 3 INV A	23.75	C-120517	PETTY CASH REIMB/CI
	INVOICE: 11302017		FULL DESC:	PETTY CASH REIMB/CITY CLERK			
				ACCOUNT TOTAL	145.06		
	0010-200-290-00-626500-			PRINTING			
	006685 DEX IMAGING	AR3040170	292407	2018 2 INV A	7.13	C-120517	COPY FEES STATION 3
	INVOICE:		FULL DESC:	COPY FEES STATION 3			
				ACCOUNT TOTAL	7.13		
	0010-200-290-00-626900-			TRAVEL & TRAINING			
	001339 CREDIT CARD CENTER	11182017	292234	2018 2 INV A	131.63	C-120517	11/18/2017
	INVOICE: 11182017		FULL DESC:	11/18/2017			
	003980 MS FIRE CHIEFS ASSOC	11212017	292380	2018 2 INV A	45.00	C-120517	MEMBERSHIP DUES/MS
	INVOICE: 11212017		FULL DESC:	MEMBERSHIP DUES/MS CHIEFS ASSOCIATION			
	003980 MS FIRE CHIEFS ASSOC	11282017	292705	2018 3 INV A	45.00	C-120517	ANNUAL DUES/MS FIRE
	INVOICE: 11282017		FULL DESC:	ANNUAL DUES/MS FIRE CHIEFS ASSC./STEPHEN BENSON			
					90.00		
	005071 CARPENTER RICK	11302017	292713	2018 3 INV A	119.88	C-120517	NVA: FIRE SEV. INST
	INVOICE: 11302017		FULL DESC:	NVA: FIRE SEV. INSTRUCTOR;/2EENHANCED			
	013215 HODGES JEREMY	11162017	292391	2018 2 INV A	145.00	C-120517	MSFA FIREGROUND LEA
	INVOICE: 11162017		FULL DESC:	MSFA FIREGROUND LEADERSHIP			
				ACCOUNT TOTAL	486.51		
	0010-200-290-00-630400-			MACHINERY & EQUIPMENT			
	000457 GRAINGER	9615321693	292715	2018 3 INV A	1,213.76	C-120517	SAR RESCUE EQUIP.
	INVOICE: 9615321693		FULL DESC:	SAR RESCUE EQUIP.			
	000570 EMERGENCY MEDICAL PR	1947288	292417	2018 2 INV A	936.25	C-120517	LA RESCUE DEPLOYMEN
	INVOICE: 1947288		FULL DESC:	LA RESCUE DEPLOYMENT BACK PACK			
	000701 SUNBELT FIRE APPARAT	307843	292415	2018 2 INV A	4,455.00	C-120517	FIREFIGHTER/ SAFETY
	INVOICE: 307843		FULL DESC:	FIREFIGHTER/ SAFETY HOODS			
	020832 EMERGENCY EQUIPMENT	430935	292714	2018 3 INV A	543.79	C-120517	SAR RESCUE EQUIPMEN
	INVOICE: 430935		FULL DESC:	SAR RESCUE EQUIPMENT			
				ACCOUNT TOTAL	7,148.80		

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		ORG 290	TOTAL			31,851.92
295	FIRE PREVENTION					
0010-200-295-00-626102-	PUBLIC RELATIONS					
000424 A 2 Z ADVERTISING	45411	292440	2018 2 INV A	318.84	C-120517	LANYARDS
INVOICE: 45411	FULL DESC: LANYARDS					
021382 PETTY CASH	11302017	292739	2018 3 INV A	90.08	C-120517	PETTY CASH REIMB/CI
INVOICE: 11302017	FULL DESC: PETTY CASH REIMB/CITY CLERK					
		ACCOUNT TOTAL			408.92	
0010-200-295-00-626900-	TRAVEL & TRAINING					
001339 CREDIT CARD CENTER	11182017	292234	2018 2 INV A	450.00	C-120517	11/18/2017
INVOICE: 11182017	FULL DESC: 11/18/2017					
014493 ALDERMAN MALENA	112717	292439	2018 2 INV A	60.00	C-120517	INSTRUCTOR RECERTIF
INVOICE: 112717	FULL DESC: INSTRUCTOR RECERTIFICATION FEE/ NAT. CHILD PASS.					
014493 ALDERMAN MALENA	11272017	292438	2018 2 INV A	40.00	C-120517	NATIONAL ASSOCIATIO
INVOICE: 11272017	FULL DESC: NATIONAL ASSOCIATION OF EMERG. MED. TECH (NAEMT)					
		ACCOUNT TOTAL			100.00	
		ACCOUNT TOTAL			550.00	
		ORG 295	TOTAL			958.92
297	EMS					
0010-200-297-00-610701-	MEDICAL SUPPLIES					
000335 MOORE MEDICAL CORP	99691818	292388	2018 2 INV A	669.99	C-120517	MEDICAL SUPPLIES
INVOICE: 99691818	FULL DESC: MEDICAL SUPPLIES					
000582 BOUND TREE MEDICAL	82692347	292442	2018 2 INV A	1,136.58	C-120517	MEDICAL SUPPLIES
INVOICE: 82692347	FULL DESC: MEDICAL SUPPLIES					
015430 ZOLL MEDICAL CORPORA	2599849	292389	2018 2 INV A	499.20	C-120517	MEDICAL SUPPLIES
INVOICE: 2599849	FULL DESC: MEDICAL SUPPLIES					
016050 HENRY SCHEIN INC	46977964	292405	2018 2 INV A	413.82	C-120517	MEDICAL SUPPLIES
INVOICE: 46977964	FULL DESC: MEDICAL SUPPLIES					
016050 HENRY SCHEIN INC	47080428	292390	2018 2 INV A	1,709.61	C-120517	MEDICAL SUPPLIES
INVOICE: 47080428	FULL DESC: MEDICAL SUPPLIES					
016050 HENRY SCHEIN INC	47379821	292226	2018 2 INV A	345.85	C-120517	MEDICAL SUPPLIES
INVOICE: 47379821	FULL DESC: MEDICAL SUPPLIES					
016050 HENRY SCHEIN INC	47390173	292224	2018 2 INV A	527.04	C-120517	MEDICAL SUPPLIES
INVOICE: 47390173	FULL DESC: MEDICAL SUPPLIES					
016050 HENRY SCHEIN INC	47390195	292225	2018 2 INV A	658.80	C-120517	MEDICAL SUPPLIES
INVOICE: 47390195	FULL DESC: MEDICAL SUPPLIES					
		ACCOUNT TOTAL			3,655.12	

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YEAR/PERIOD: 2017/1 TO 2018/3	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	023277 PRECISION SURGICAL	120969	292445	2018 2 INV A	921.00	C-120517	MEDICAL SUPPLIES
	INVOICE: 120969		FULL DESC: MEDICAL SUPPLIES				
	027445 LINDE GAS NORTH AMER	57444848	292416	2018 2 INV A	35.10	C-120517	MEDICAL SUPPLIES OX
	INVOICE: 57444848		FULL DESC: MEDICAL SUPPLIES OXYGEN				
	027445 LINDE GAS NORTH AMER	57476390	292443	2018 2 INV A	32.15	C-120517	MEDICAL SUPPLIES OX
	INVOICE: 57476390		FULL DESC: MEDICAL SUPPLIES OXYGEN				
					67.25		
			ACCOUNT TOTAL		6,949.14		
	0010-200-297-00-620901-			BILLING SERVICES			
	019311 CREDIT BUREAU SYSTEM	3074000190	292379	2018 2 INV A	1,235.17	C-120517	EMS COLLECTIONS OCT
	INVOICE: 3074000190		FULL DESC: EMS COLLECTIONS OCTOBER 2017				
	025537 ROBBINS PEGGY	1245-SHF	292426	2018 2 INV A	151.67	C-120517	EMS BILLING REFUND
	INVOICE:		FULL DESC: EMS BILLING REFUND				
	025537 ROBBINS PEGGY	1556-SHF	292427	2018 2 INV A	98.05	C-120517	EMS BILLING REFUND
	INVOICE:		FULL DESC: EMS BILLING REFUND				
	025537 ROBBINS PEGGY	35-SHF	292425	2018 2 INV A	151.67	C-120517	EMS BILLING REFUND
	INVOICE:		FULL DESC: EMS BILLING REFUND				
					401.39		
	027558 BERRY GERALD	11092017	292418	2018 2 INV A	212.20	C-120517	EMS BILLING REFUND
	INVOICE: 11092017		FULL DESC: EMS BILLING REFUND				
	027559 TIGNOR RICHARD	11092017	292419	2018 2 INV A	15.00	C-120517	EMS BILLING REFUND
	INVOICE: 11092017		FULL DESC: EMS BILLING REFUND				
	027560 AMBETTER FROM MAGNOL	11092017	292420	2018 2 INV A	490.41	C-120517	EMS BILLING REFUND
	INVOICE: 11092017		FULL DESC: EMS BILLING REFUND				
	027560 AMBETTER FROM MAGNOL	1725-SHF	292421	2018 2 INV A	296.72	C-120517	EMS BILLING REFUND
	INVOICE:		FULL DESC: EMS BILLING REFUND				
					787.13		
	027561 WALKER LEWIS	631-SHF	292422	2018 2 INV A	128.80	C-120517	EMS BILLING REFUND
	INVOICE:		FULL DESC: EMS BILLING REFUND				
	027562 KEANE FRANK	1721-SHF	292423	2018 2 INV A	6.65	C-120517	EMS BILLING REFUND
	INVOICE:		FULL DESC: EMS BILLING REFUND				
	027563 TRUMAN JANET	2041-SHF	292424	2018 2 INV A	73.73	C-120517	EMS BILLING REFUND
	INVOICE:		FULL DESC: EMS BILLING REFUND				
	027569 SMITH DON	758-SHF	292706	2018 3 INV A	31.33	C-120517	EMS BILLING REFUND
	INVOICE:		FULL DESC: EMS BILLING REFUND				
			ACCOUNT TOTAL		2,891.40		

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			ORG 297	TOTAL			9,840.54
311			PUBLIC WORKS DEPARTMENT				
0010-300-311-00-610400-			OFFICE SUPPLIES				
007600 OFFICE DEPOT	980504526001	292655		2018 2 INV A	40.94	C-120517	STORAGE BOX/ ENVELO
INVOICE: 980504526001		FULL DESC:	STORAGE BOX/ ENVELOPES				
			ACCOUNT TOTAL		40.94		
0010-300-311-00-611000-			MATERIALS				
000650 G & W DIESEL SERVICE	337179	292668		2018 3 CRM A	-199.99	C-120517	MAT. FOR EQUIP.
INVOICE: 337179		FULL DESC:	MAT. FOR EQUIP.				
000759 LEHMAN ROBERTS CO	50419	292602		2018 2 INV A	514.04	C-120517	MATERIAL
INVOICE: 50419		FULL DESC:	MATERIAL				
000759 LEHMAN ROBERTS CO	50450	292601		2018 2 INV A	1,785.00	C-120517	MATERIAL
INVOICE: 50450		FULL DESC:	MATERIAL				
000759 LEHMAN ROBERTS CO	50451	292600		2018 2 INV A	262.40	C-120517	MATERIAL
INVOICE: 50451		FULL DESC:	MATERIAL				
					2,561.44		
001130 G & C SUPPLY CO	6676432	292596		2018 2 INV A	737.70	C-120517	STREET SIGNS
INVOICE: 6676432		FULL DESC:	STREET SIGNS				
001320 MARTIN MACHINE WORKS	1119	292603		2018 2 INV A	321.00	C-120517	MATERIAL
INVOICE: 1119		FULL DESC:	MATERIAL				
013793 HERNANDO REDI MIX	21446INV	292598		2018 2 INV A	183.75	C-120517	MATERIALS
INVOICE:		FULL DESC:	MATERIALS				
			ACCOUNT TOTAL		3,603.90		
0010-300-311-00-611300-			MAINTENANCE VEHICLES				
000440 SUNRISE BUILDERS SUP	126376	292636		2018 2 INV A	163.49	C-120517	MAT. FOR SHOP
INVOICE: 126376		FULL DESC:	MAT. FOR SHOP				
001114 UNION AUTO PARTS	1060456	292642		2018 2 INV A	50.16	C-120517	MAT. FOR SHOP
INVOICE: 1060456		FULL DESC:	MAT. FOR SHOP				
006479 AIRGAS MID SOUTH	9949048230	292585		2018 2 INV A	16.76	C-120517	MATERIAL FOR SHOP
INVOICE: 9949048230		FULL DESC:	MATERIAL FOR SHOP				
007304 O'REILLYS AUTO PARTS	1224-239766	292616		2018 2 INV A	37.28	C-120517	MAT. FOR SHOP
INVOICE:		FULL DESC:	MAT. FOR SHOP				
007304 O'REILLYS AUTO PARTS	1257-335777	292613		2018 2 CRM A	-510.00	C-120517	MAT FOR SHOP/ CREDI
INVOICE:		FULL DESC:	MAT FOR SHOP/ CREDIT				
007304 O'REILLYS AUTO PARTS	1257-336059	292619		2018 2 INV A	140.16	C-120517	MAT. FOR SHOP
INVOICE:		FULL DESC:	MAT. FOR SHOP				
007304 O'REILLYS AUTO PARTS	1257-336637	292620		2018 2 INV A	5.99	C-120517	MAT. FOR SHOP
INVOICE:		FULL DESC:	MAT. FOR SHOP				
007304 O'REILLYS AUTO PARTS	1257-336929	292618		2018 2 INV A	17.16	C-120517	MAT. FOR SHOP

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	021382 PETTY CASH INVOICE: 11302017	11302017	292739	2018 3 INV A FULL DESC: PETTY CASH REIMB/CITY CLERK	10.00	C-120517	PETTY CASH REIMB/CI
				ACCOUNT TOTAL	10.00		
	0010-300-311-00-622100- 006685 DEX IMAGING INVOICE:	AR3016458	292594	PROFESSIONAL SERVICES 2018 2 INV A FULL DESC: COPIER CONTRACT	40.00	C-120517	COPIER CONTRACT
				ACCOUNT TOTAL	40.00		
	0010-300-311-00-626900- 005869 AMERICAN INSTITUTE O INVOICE: 11292017	11292017	292353	TRAVEL & TRAINING 2018 2 INV A FULL DESC: PROF. FEES TO MAINTAIN CREDENTIALS	571.00	C-120517	PROF. FEES TO MAINT
	021382 PETTY CASH INVOICE: 11302017	11302017	292739	2018 3 INV A FULL DESC: PETTY CASH REIMB/CITY CLERK	22.64	C-120517	PETTY CASH REIMB/CI
				ACCOUNT TOTAL	593.64		
				ORG 311 TOTAL	7,182.69		
	315			CITY TRAFFIC AND STREETS LIGHT MAINTENANCE EQUIPMENT & BUILD			
	0010-300-315-00-612200- 000497 DESOTO COUNTY ELECTR INVOICE: 4252	4252	292592	2018 2 INV A FULL DESC: SIGNAL REPAIRS	622.73	C-120517	SIGNAL REPAIRS
	000497 DESOTO COUNTY ELECTR INVOICE:	4256-	292593	2018 2 INV A FULL DESC: SIGNAL REPAIR	544.90	C-120517	SIGNAL REPAIR
					1,167.63		
				ACCOUNT TOTAL	1,167.63		
				ORG 315 TOTAL	1,167.63		
	411			PARKS DEPARTMENT OFFICE SUPPLIES			
	0010-400-411-00-610400- 001361 SAM'S CLUB DIRECT INVOICE: 11202017	11202017	292644	2018 2 INV A FULL DESC: SAM'S	161.64	C-120517	SAM'S
	006685 DEX IMAGING INVOICE:	AR3040173	292217	2018 2 INV A FULL DESC: COPY CONTRACT/ GOLF COURSE	8.04	C-120517	COPY CONTRACT/ GOLF
				ACCOUNT TOTAL	169.68		
	0010-400-411-00-611300- 009578 GATEWAY TIRE & SERVI INVOICE:	I103921454	292248	MAINTENANCE VEHICLES 2018 2 INV A FULL DESC: OIL CHANGE	45.95	C-120517	OIL CHANGE
				ACCOUNT TOTAL	45.95		
	0010-400-411-00-612200-			MAINTENANCE EQUIPMENT & BUILD			

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	000334 ULINE INC	92701884	292731	2018 3 INV A	1,242.59	C-120517	CROWD CONTROL BARRI
	INVOICE: 92701884		FULL DESC:	CROWD CONTROL BARRIERS			
	000983 PARAMOUNT UNIFORMS R	489111	292733	2018 3 INV A	38.00	C-120517	SLATE MATS
	INVOICE: 489111		FULL DESC:	SLATE MATS			
	001150 NAPA GENUINE PARTS C	695-196176	292245	2018 2 INV A	12.49	C-120517	HEATER CONNECTOR
	INVOICE:		FULL DESC:	HEATER CONNECTOR			
	001150 NAPA GENUINE PARTS C	695-196184	292244	2018 2 INV A	60.43	C-120517	ANTI-FREEZE/ HEATER
	INVOICE:		FULL DESC:	ANTI-FREEZE/ HEATER CONNECTOR			
	001150 NAPA GENUINE PARTS C	695-196715	292728	2018 3 INV A	25.99	C-120517	GAS NOZZLE
	INVOICE:		FULL DESC:	GAS NOZZLE			
					98.91		
	002768 KEELING IRRIGATION	S3300502	292247	2018 2 INV A	97.60	C-120517	VALVE COVER
	INVOICE:		FULL DESC:	VALVE COVER			
	004854 WEST MEMPHIS FENCE &	81854	292732	2018 3 INV A	46.80	C-120517	GATE LATCHES
	INVOICE: 81854		FULL DESC:	GATE LATCHES			
	005044 LOWE'S HOME CENTERS,	11252017	292656	2018 2 INV A	211.52	C-120517	LOWES CREDIT
	INVOICE: 11252017		FULL DESC:	LOWES CREDIT			
	010865 RELIABLE EQUIPMENT	192939	292725	2018 3 INV A	120.00	C-120517	ENGINE OIL
	INVOICE: 192939		FULL DESC:	ENGINE OIL			
			ACCOUNT TOTAL		1,855.42		
	0010-400-411-00-612201-			PARK MAINTENANCE			
	000268 BEST CHANCE JANITOR	177514	292734	2018 3 INV A	778.52	C-120517	JANITORIAL SUPPLIES
	INVOICE: 177514		FULL DESC:	JANITORIAL SUPPLIES			
	001104 SHERWIN WILLIAMS SOU	3189-9	292223	2018 2 INV A	43.31	C-120517	GRAFFITI REMOVER
	INVOICE:		FULL DESC:	GRAFFITI REMOVER			
	001104 SHERWIN WILLIAMS SOU	3335-8	292434	2018 2 INV A	225.91	C-120517	PAINT FOR CHERRY VA
	INVOICE:		FULL DESC:	PAINT FOR CHERRY VALLEY			
	001104 SHERWIN WILLIAMS SOU	3336-6	292433	2018 2 INV A	43.60	C-120517	CARDBOARD SHIELDS
	INVOICE:		FULL DESC:	CARDBOARD SHIELDS			
	001104 SHERWIN WILLIAMS SOU	3450-5	292727	2018 3 INV A	142.78	C-120517	PRESSBOX PAINT CHER
	INVOICE:		FULL DESC:	PRESSBOX PAINT CHERRY VALLEY			
					455.60		
	011134 WHITFIELD	55292	292222	2018 2 INV A	330.00	C-120517	PARKING LOT LIGHTS
	INVOICE: 55292		FULL DESC:	PARKING LOT LIGHTS ARENA			
	011134 WHITFIELD	55318	292249	2018 2 INV A	294.44	C-120517	POLE - CENTRAL PARK
	INVOICE: 55318		FULL DESC:	POLE - CENTRAL PARK			
					624.44		
	019230 WASTE PRO-MEMPHIS	153319	292721	2018 3 INV A	165.00	C-120517	TRASH/ ARENA

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YEAR/PERIOD: 2017/1 TO 2018/3

ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: 153319		FULL DESC:	TRASH/ ARENA			
019230 WASTE PRO-MEMPHIS	153320	292720	2018 3 INV A	165.00	C-120517	TRASH/CHERRY VALLEY
INVOICE: 153320		FULL DESC:	TRASH/CHERRY VALLEY			
019230 WASTE PRO-MEMPHIS	153321	292719	2018 3 INV A	90.00	C-120517	TRASH/ SOCCER
INVOICE: 153321		FULL DESC:	TRASH/ SOCCER			
019230 WASTE PRO-MEMPHIS	153322	292718	2018 3 INV A	143.92	C-120517	TRASH/ GREENBROOK
INVOICE: 153322		FULL DESC:	TRASH/ GREENBROOK			
019230 WASTE PRO-MEMPHIS	153323	292717	2018 3 INV A	85.00	C-120517	TRASH/ GOLF
INVOICE: 153323		FULL DESC:	TRASH/ GOLF			
019230 WASTE PRO-MEMPHIS	153324	292716	2018 3 INV A	165.00	C-120517	TRASH/ PARKS OFFICE
INVOICE: 153324		FULL DESC:	TRASH/ PARKS OFFICE			
019230 WASTE PRO-MEMPHIS	153471	292722	2018 3 INV A	55.00	C-120517	TRASH/ TENNIS
INVOICE: 153471		FULL DESC:	TRASH/ TENNIS			
				868.92		
025682 EWING	6704097-A-1	292437	2018 2 INV A	113.09	C-120517	FIELD PAINT
INVOICE:		FULL DESC:	FIELD PAINT			
		ACCOUNT TOTAL		2,840.57		
0010-400-411-00-612500-			UNIFORMS			
000983 PARAMOUNT UNIFORMS R	487315	292246	2018 2 INV A	55.02	C-120517	GOLF UNIFORMS
INVOICE: 487315		FULL DESC:	GOLF UNIFORMS			
000983 PARAMOUNT UNIFORMS R	487663	292436	2018 2 INV A	404.95	C-120517	PARKS UNIFORMS
INVOICE: 487663		FULL DESC:	PARKS UNIFORMS			
000983 PARAMOUNT UNIFORMS R	488765	292724	2018 3 INV A	55.02	C-120517	GOLF UNIFORMS
INVOICE: 488765		FULL DESC:	GOLF UNIFORMS			
000983 PARAMOUNT UNIFORMS R	489110	292735	2018 3 INV A	404.95	C-120517	PARKS UNIFORMS
INVOICE: 489110		FULL DESC:	PARKS UNIFORMS			
				919.94		
		ACCOUNT TOTAL		919.94		
0010-400-411-00-613400-			COMMUNITY EVENTS			
000116 AMERICAN EVENT TENTS	11-8003	292411	2018 2 INV A	1,427.00	C-120517	TENT RENTAL/ SOUTHE
INVOICE:		FULL DESC:	TENT RENTAL/ SOUTHERN LIGHTS			
001361 SAM'S CLUB DIRECT	11202017	292644	2018 2 INV A	1,113.20	C-120517	SAM'S
INVOICE: 11202017		FULL DESC:	SAM'S			
005044 LOWE'S HOME CENTERS,	11252017	292656	2018 2 INV A	1,510.19	C-120517	LOWES CREDIT
INVOICE: 11252017		FULL DESC:	LOWES CREDIT			
		ACCOUNT TOTAL		4,050.39		
0010-400-411-00-626900-			TRAVEL & TRAINING			
001339 CREDIT CARD CENTER	11182017	292234	2018 2 INV A	670.14	C-120517	11/18/2017
INVOICE: 11182017		FULL DESC:	11/18/2017			
		ACCOUNT TOTAL		670.14		

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			ORG 411	TOTAL			10,552.09
412				PARK TOURNAMENTS			
0010-400-412-00-612400-				RESELL / CONCESSION EXPENSE			
010700 STANDARD COFFEE SERV	173316741005	292726		2018 3 INV A	148.05	C-120517	COFFEE SERVICE/ GOL
INVOICE: 173316741005			FULL DESC:	COFFEE SERVICE/ GOLF COURSE			
				ACCOUNT TOTAL	148.05		
0010-400-412-00-622100-				PROFESSIONAL FEES			
007622 MIDSOUTH SPORTS PROD	194	292242		2018 2 INV A	10,416.67	C-120517	BASEBALL CONTRACT/
INVOICE: 194			FULL DESC:	BASEBALL CONTRACT/ DEC. 2017			
024247 KALISAK ROSEMARY	DECEMBER2017	292243		2018 2 INV A	3,333.33	C-120517	SOFTBALL CONTRACT/
INVOICE:			FULL DESC:	SOFTBALL CONTRACT/ DEC. 2017			
				ACCOUNT TOTAL	13,750.00		
			ORG 412	TOTAL			13,898.05
511				MUNICIPAL CODE ENFORCEMENT			
0010-500-511-00-610100-				CLEANING SUPPLIES			
001361 SAM'S CLUB DIRECT	11202017	292644		2018 2 INV A	196.85	C-120517	SAM'S
INVOICE: 11202017			FULL DESC:	SAM'S			
005044 LOWE'S HOME CENTERS,	11252017	292656		2018 2 INV A	24.69	C-120517	LOWES CREDIT
INVOICE: 11252017			FULL DESC:	LOWES CREDIT			
				ACCOUNT TOTAL	221.54		
0010-500-511-00-610400-				OFFICE SUPPLIES			
014117 MADISON SIGNS	12419	292377		2018 2 INV A	79.00	C-120517	OFFICE SUPPLIES
INVOICE: 12419			FULL DESC:	OFFICE SUPPLIES			
				ACCOUNT TOTAL	79.00		
0010-500-511-00-611000-				MATERIALS			
001102 SOUTHAVEN SUPPLY	303548	292374		2018 2 INV A	12.17	C-120517	MATERIALS
INVOICE: 303548			FULL DESC:	MATERIALS			
001361 SAM'S CLUB DIRECT	11202017	292644		2018 2 INV A	239.52	C-120517	SAM'S
INVOICE: 11202017			FULL DESC:	SAM'S			
				ACCOUNT TOTAL	251.69		
0010-500-511-00-612200-				MAINTENANCE EQUIPMENT & BUILD			
000983 PARAMOUNT UNIFORMS R	484017	292372		2018 2 INV A	5.00	C-120517	MAINT. & EQUIP
INVOICE: 484017			FULL DESC:	MAINT. & EQUIP			
000983 PARAMOUNT UNIFORMS R	486905	292371		2018 2 INV A	5.00	C-120517	MAINT. & EQUIP.
INVOICE: 486905			FULL DESC:	MAINT. & EQUIP.			

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						10.00	
	001102 SOUTHAVEN SUPPLY	303397	292375	2018 2 INV A		32.58 C-120517	MAINT. & EQUIP.
	INVOICE: 303397		FULL DESC: MAINT. & EQUIP.				
			ACCOUNT TOTAL			42.58	
	0010-500-511-00-614900-			FEED FOR ANIMALS			
	012713 HILL'S PET NUTRITION	229237957	292373	2018 2 INV A		135.80 C-120517	FEED ANIMALS
	INVOICE: 229237957		FULL DESC: FEED ANIMALS				
	012713 HILL'S PET NUTRITION	229288679	292378	2018 2 INV A		150.88 C-120517	FEED ANIMALS
	INVOICE: 229288679		FULL DESC: FEED ANIMALS				
						286.68	
			ACCOUNT TOTAL			286.68	
	0010-500-511-00-622100-			PROFESSIONAL SERVICES			
	000500 DESOTO COUNTY ANIMAL	11172017	292376	2018 2 INV A		1,422.00 C-120517	PROF. SERVICES
	INVOICE: 11172017		FULL DESC: PROF. SERVICES				
			ACCOUNT TOTAL			1,422.00	
			ORG 511 TOTAL			2,303.49	
	902		EXPENSE ACCOUNTS				
	0010-900-902-00-620700-			CITY BEAUTIFICATION			
	025438 CUSTOM PRODUCTS CORP	297512	292708	2018 3 INV A		4,318.69 C-120517	CITY ENTRANCE SIGNS
	INVOICE: 297512		FULL DESC: CITY ENTRANCE SIGNS/ DECORATIVE SIGNS				
	025438 CUSTOM PRODUCTS CORP	297513	292709	2018 3 INV A		1,774.04 C-120517	DECORATIVE SIGN SNO
	INVOICE: 297513		FULL DESC: DECORATIVE SIGN SNOWDEN TENNSI				
						6,092.73	
			ACCOUNT TOTAL			6,092.73	
	0010-900-902-00-620750-			LANDSCAPE GROUNDS MANICURE ROW			
	020065 BLC OF MS LLC	7297	292767	2018 3 INV A		35,500.00 C-120517	NOV. GRASS CONTRACT
	INVOICE: 7297		FULL DESC: NOV. GRASS CONTRACT				
			ACCOUNT TOTAL			35,500.00	
	0010-900-902-00-620775-			LANDSCAPE MAINTENANCE SPRAYING			
	010622 GREEN KING SPRAY SER	159	292597	2018 2 INV A		9,989.99 C-120517	LANDSCAPE MAINT.
	INVOICE: 159		FULL DESC: LANDSCAPE MAINT.				
			ACCOUNT TOTAL			9,989.99	
	0010-900-902-00-620900-			TREE BANK			
	025700 SKIPS TREE PLANTING	11317	292764	18000031 2018 3 INV A		2,800.00 C-120517	CHRISTMAS TREE REMO
	INVOICE: 11317		FULL DESC: CHRISTMAS TREE REMOVAL AND TRA				

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ACCOUNT/VENDOR DOCUMENT

VOUCHER PO

YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL	2,800.00	
0010-900-902-00-620902-			FACILITIES MANAGEMENT			
000021 A-1 FIRE PROTECTION	51074	292580	2018 2 INV A	40.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51074		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51075	292579	2018 2 INV A	68.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51075		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51126	292578	2018 2 INV A	68.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51126		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51127	292577	2018 2 INV A	368.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51127		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51128	292576	2018 2 INV A	356.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51128		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51129	292575	2018 2 INV A	1,502.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51129		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51130	292574	2018 2 INV A	288.50	C-120517	FIRE EXTINGUISHERS
INVOICE: 51130		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51131	292573	2018 2 INV A	40.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51131		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51132	292572	2018 2 INV A	40.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51132		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51133	292571	2018 2 INV A	565.50	C-120517	FIRE EXTINGUISHERS
INVOICE: 51133		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51134	292570	2018 2 INV A	476.50	C-120517	FIRE EXTINGUISHERS
INVOICE: 51134		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51135	292569	2018 2 INV A	40.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51135		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51136	292568	2018 2 INV A	2,024.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51136		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51137	292567	2018 2 INV A	2,685.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51137		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51138	292566	2018 2 INV A	58.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51138		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51139	292565	2018 2 INV A	155.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51139		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51140	292563	2018 2 INV A	86.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51140		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51141	292562	2018 2 INV A	40.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51141		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51142	292560	2018 2 INV A	176.00	C-120517	FIRE EXTINGUISHER
INVOICE: 51142		FULL DESC:	FIRE EXTINGUISHER			
000021 A-1 FIRE PROTECTION	51143	292584	2018 2 INV A	136.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51143		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51144	292583	2018 2 INV A	118.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51144		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51145	292582	2018 2 INV A	610.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51145		FULL DESC:	FIRE EXTINGUISHERS			
000021 A-1 FIRE PROTECTION	51146	292581	2018 2 INV A	403.00	C-120517	FIRE EXTINGUISHERS
INVOICE: 51146		FULL DESC:	FIRE EXTINGUISHERS			

10,343.50

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YEAR/PERIOD: 2017/1 TO 2018/3	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	000379 HERNDON ELECTRIC INVOICE: 8214	8214	292649 FULL DESC: ELECTRICAL WORK	2018 2 INV A	1,500.00 C-120517		ELECTRICAL WORK
	001361 SAM'S CLUB DIRECT INVOICE: 11202017	11202017	292644 FULL DESC: SAM'S	2018 2 INV A	89.94 C-120517		SAM'S
	001540 MURPHY & SONS, INC. INVOICE: 2387	2387	292611 FULL DESC: MAT. FOR PROJECT	2018 2 INV A	284.85 C-120517		MAT. FOR PROJECT
	001540 MURPHY & SONS, INC. INVOICE: 2388	2388	292609 FULL DESC: MAT FOR PROJECT.	2018 2 INV A	332.25 C-120517		MAT FOR PROJECT.
	001540 MURPHY & SONS, INC. INVOICE: 2389	2389	292610 FULL DESC: PROJECT WORK	2018 2 INV A	382.70 C-120517		PROJECT WORK
	001540 MURPHY & SONS, INC. INVOICE: 2390	2390	292608 FULL DESC: MAT. FOR PROJECT	2018 2 INV A	223.60 C-120517		MAT. FOR PROJECT
	001540 MURPHY & SONS, INC. INVOICE: 2391	2391	292607 FULL DESC: MAT. FOR PROJECT	2018 2 INV A	400.18 C-120517		MAT. FOR PROJECT
	001540 MURPHY & SONS, INC. INVOICE: 2392	2392	292606 FULL DESC: MATERIAL FOR PROJEC	2018 2 INV A	791.85 C-120517		MATERIAL FOR PROJEC
	001540 MURPHY & SONS, INC. INVOICE: 2394	2394	292604 FULL DESC: MATERIAL FOR PROJEC	2018 2 INV A	342.97 C-120517		MATERIAL FOR PROJEC
	001540 MURPHY & SONS, INC. INVOICE: 2395	2395	292605 FULL DESC: MATERIAL FOR SHOP	2018 2 INV A	585.00 C-120517		MATERIAL FOR SHOP
					3,343.40		
	005044 LOWE'S HOME CENTERS, INVOICE: 11252017	11252017	292656 FULL DESC: LOWES CREDIT	2018 2 INV A	1,326.14 C-120517		LOWES CREDIT
	007174 DENNIS WRIGHT & SON INVOICE: 33374	33374	292591 FULL DESC: PLUMBING SERV/ LIVE FIRE TRAINING	2018 2 INV A	4,929.85 C-120517		PLUMBING SERV/ LIVE
	011187 UNITED RENTALS INVOICE: 151006545001	151006545001	292741 FULL DESC: RENTALS/PLUMBER WORKING PD & FIRE PROJECTS	2018 3 INV A	1,913.10 C-120517		RENTALS/PLUMBER WOR
	011187 UNITED RENTALS INVOICE: 151006545002	151006545002	292744 FULL DESC: RENTALS/PLUMBING WORKING ON PD & FIRE PROJECTS	2018 3 INV A	98.80 C-120517		RENTALS/PLUMBING WO
	011187 UNITED RENTALS INVOICE: 151289158001	151289158001	292743 FULL DESC: FEES ASSOCIATED W/ RENTALS- PD & FIRE PROJECTS	2018 3 INV A	66.30 C-120517		FEES ASSOCIATED W/
	011187 UNITED RENTALS INVOICE: 151289158002	151289158002	292742 FULL DESC: RENTALS/PLUMBING WORKING ON PD & FIRE PROJECTS	2018 3 INV A	2,226.14 C-120517		RENTALS/PLUMBING WO
					4,304.34		
	012576 AKINS DWAYNE ODIS INVOICE: 2188	2188	292586 FULL DESC: CLEANING EAST PRECINCT	2018 2 INV A	96.75 C-120517		CLEANING EAST PRECI
	012576 AKINS DWAYNE ODIS INVOICE: 2189	2189	292587 FULL DESC: CLEANING/ 1855 VETERANS DR	2018 2 INV A	156.75 C-120517		CLEANING/ 1855 VETE
	012576 AKINS DWAYNE ODIS INVOICE: 2190	2190	292588 FULL DESC: CLEANING/ POLICE DEPT.	2018 2 INV A	718.75 C-120517		CLEANING/ POLICE DE
	012576 AKINS DWAYNE ODIS INVOICE: 2191	2191	292630 FULL DESC: CLEANING OF WAST PRECINCT	2018 2 INV A	96.75 C-120517		CLEANING OF WAST PR
	012576 AKINS DWAYNE ODIS	2192	292631	2018 2 INV A	156.75 C-120517		CLEANING OF 1855 VE

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	INVOICE: 2192						
	012576 AKINS DWAYNE ODIS	2194					
	INVOICE: 2194						
			FULL DESC:	CLEANING OF 1855 VETERAINS DR			
				292633	2018 2 INV A	718.75	C-120517
			FULL DESC:	CLEANING OF POLICE DEPT			CLEANING OF POLICE
						1,944.50	
	020951 TWO GIRLS AND A BROO	1711					
	INVOICE: 1711						
			FULL DESC:	CLEANING @ PEPPERCHASE			
				292641	2018 2 INV A	595.00	C-120517
			FULL DESC:	CLEANING/ COURT HOUSE/ CITY HALL			CLEANING/ COURT HOU
	022372 OVERALL CHEMICAL COM	4091					
	INVOICE: 4091						
	022372 OVERALL CHEMICAL COM	4092					
	INVOICE: 4092						
			FULL DESC:	CLEANING WEEK OF 11/20/17			CLEANING WEEK OF 11
						3,350.00	
			ACCOUNT TOTAL			31,726.67	
	0010-900-902-00-622100-						
	002762 WALLACE BRADLEY K	11292017					
	INVOICE: 11292017						
			FULL DESC:	PROFESSIONAL SERVICES			
				292354	2018 2 INV A	275.00	C-120517
			FULL DESC:	REIMBURSEMENT/LICENSE FEE/PROF. CREDENTIALS			REIMBURSEMENT/LICEN
	024875 ADP LLC	503224425					
	INVOICE: 503224425						
			FULL DESC:	PAYROLL SVCS			PAYROLL SVCS
						10.00	C-120517
			ACCOUNT TOTAL			285.00	
	0010-900-902-00-625100-						
	000759 LEHMAN ROBERTS CO	16047-10					
	INVOICE:						
	000759 LEHMAN ROBERTS CO	16047-RET					
	INVOICE:						
			FULL DESC:	STREET IMPROVEMENT			
				292499	2018 2 INV A	80,025.16	C-120517
			FULL DESC:	PATCHING/OVERLAY PROJECT			PATCHING/OVERLAY PR
			FULL DESC:	OVERLAY PROJECT 110921-050-004			OVERLAY PROJECT 110
						136,216.86	
			ACCOUNT TOTAL			136,216.86	
	0010-900-902-00-625150-						
	000354 METER SERVICE AND SU	10331					
	INVOICE: 10331						
			FULL DESC:	DRAINAGE IMPROVEMENT			
				292501	2018 2 INV A	25,812.80	C-120517
			FULL DESC:	WHITWORTH RD DRAINAGE PROJECT			WHITWORTH RD DRAINA
			ACCOUNT TOTAL			25,812.80	
			ORG 902	TOTAL		248,424.05	
904			LITIGATION				
	0010-900-904-00-622100-						
	017086 BUTLER SNOW	10153259					
	INVOICE: 10153259						
			FULL DESC:	PROFESSIONAL SERVICES			
				292669	2018 3 INV A	3,000.00	C-120517
			FULL DESC:	SERVICES MARCH CONTINUING DISCLOSURE 2017			SERVICES MARCH CONT
			ACCOUNT TOTAL			3,000.00	

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	0010-900-904-00-629100- 011139 TRAVELERS INVOICE: 530970	530970	292738	CLAIMS PAYMENTS 2018 3 INV A FULL DESC: DEDUCTIBLE CLAIMANT FALSE ARREST	977.00 C-120517		DEDUCTIBLE CLAIMANT
				ACCOUNT TOTAL	977.00		
				ORG 904 TOTAL	3,977.00		
=====							
	FUND 0010 GENERAL FUND			TOTAL:	434,352.44		
=====							

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YEAR/PERIOD: 2017/1 TO 2018/3	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	711			BOND PROJECT EXPENSES			
	0100-710-711-00-614870-			STARLANDING ROAD			
	000759 LEHMAN ROBERTS CO	11222017	292500	2018 2 INV A	387,668.03	C-120517	STARLANDING RD
	INVOICE: 11222017			FULL DESC: STARLANDING RD			
				ACCOUNT TOTAL	387,668.03		
				ORG 711 TOTAL	387,668.03		
=====							
	FUND 0100 BOND FUNDED CAP PROJ			TOTAL:	387,668.03		
=====							

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YEAR/PERIOD: 2017/1 TO 2018/3	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	0400		UTILITY FUND				
	0400-000-000-00-130700-			ACCOUNTS RECEIVABLE			
	022668 SOLOMON STEVEN & BRI	11172017	292227	2018 2 INV A	77.20	C-120517	UTLITIY REFUND-REIS
	INVOICE: 11172017		FULL DESC:	UTLITIY REFUND-REISSUE			
	027500 ROBERT M FISHER MD	11222017	292704	2018 3 INV A	54.77	C-120517	REISSUE/ UTILITY RE
	INVOICE: 11222017		FULL DESC:	REISSUE/ UTILITY REFUND			
	027568 HECKER EDDY	33730	292665	2018 2 INV A	12.15	C-120517	
	INVOICE: 33730		FULL DESC:				
			ACCOUNT TOTAL		144.12		
			ORG 0400	TOTAL	144.12		
	811		UTILITY EXPENSE ACCOUNTS				
	0400-800-811-00-650901-			HORN LAKE CREEK BASIN LOAN PYM			
	002848 HORN LAKE CREEK BASI	112017	292460	2018 2 INV A	6,922.80	C-120517	NOV. 2017 H.L. CREE
	INVOICE: 112017		FULL DESC:	NOV. 2017 H.L. CREEK BASIN INTER SEWER			
			ACCOUNT TOTAL		6,922.80		
	0400-800-811-00-650905-			DCRUA SEWER TREATMENT FEE			
	004646 DESOTO COUNTY REGION	1749	292464	2018 2 INV A	60,570.08	C-120517	DEC. 2017 SEWER FEE
	INVOICE: 1749		FULL DESC:	DEC. 2017 SEWER FEES			
			ACCOUNT TOTAL		60,570.08		
			ORG 811	TOTAL	67,492.88		
	815		UTILITY CAPITAL IMPROVEMENTS				
	0400-800-815-00-625300-			EXTENSION & OTHER IMPROVEMENTS			
	000354 METER SERVICE AND SU	10386	292472	18000019 2018 2 INV A	13,598.60	C-120517	REPAIRS TO EAST WEL
	INVOICE: 10386		FULL DESC:	REPAIRS TO EAST WELL AT WHITWO			
	015242 TREY CONSTRUCTION, I	PAYAPP-3	292451	2018 2 INV A	48,156.89	C-120517	PHASE 1 PAYAPP #3
	INVOICE:		FULL DESC:	PHASE 1 PAYAPP #3			
	018221 CIVIL-LINK, LLC	72906	292475	2018 2 INV A	9,191.07	C-120517	COE PLANNING ASST.
	INVOICE: 72906		FULL DESC:	COE PLANNING ASST. TO STATES/ MAPPING			
	018221 CIVIL-LINK, LLC	72907	292476	2018 2 INV A	2,496.00	C-120517	WATER METER SURVEY
	INVOICE: 72907		FULL DESC:	WATER METER SURVEY			
	018221 CIVIL-LINK, LLC	72908	292477	2018 2 INV A	2,554.50	C-120517	WATER VALVE OPER &
	INVOICE: 72908		FULL DESC:	WATER VALVE OPER & EVAL			
	018221 CIVIL-LINK, LLC	72909	292478	2018 2 INV A	14,747.33	C-120517	FIRE SERVICE EXT. P
	INVOICE: 72909		FULL DESC:	FIRE SERVICE EXT. PHASE 1			
	018221 CIVIL-LINK, LLC	72910	292479	2018 2 INV A	3,628.40	C-120517	FIRE SERVICE/ EXT.
	INVOICE: 72910		FULL DESC:	FIRE SERVICE/ EXT. PHASE 2			
	018221 CIVIL-LINK, LLC	72911	292480	2018 2 INV A	11,208.03	C-120517	STARLANDING WATER S
	INVOICE: 72911		FULL DESC:	STARLANDING WATER SUPPLY			

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							43,825.33
	022728 FENCING SOLUTIONS & INVOICE:	17-253	292484	18000023 2018 2 INV A			FENCE AT WHITWORTH
			FULL DESC:	FENCE AT WHITWORTH & MOSSPOINT	6,211.25	C-120517	
				ACCOUNT TOTAL	111,792.07		
				ORG 815 TOTAL	111,792.07		
820				UTILITY ADMINISTRATIVE EXPENSE			
0400-800-820-00-610400-				OFFICE SUPPLIES			
007600 OFFICE DEPOT			981129082001 292467	2018 2 INV A	175.99	C-120517	CASH DRAWER
INVOICE: 981129082001			FULL DESC:	CASH DRAWER			
007600 OFFICE DEPOT			981129238001 292466	2018 2 INV A	216.44	C-120517	INK FOR PRINTERS
INVOICE: 981129238001			FULL DESC:	INK FOR PRINTERS			
					392.43		
				ACCOUNT TOTAL	392.43		
0400-800-820-00-625700-				TELEPHONE & POSTAGE			
017546 ARISTA			1414201711 292455	2018 2 INV A	5,309.91	C-120517	POSTAGE FOR NOV 201
INVOICE: 1414201711			FULL DESC:	POSTAGE FOR NOV 2017			
				ACCOUNT TOTAL	5,309.91		
0400-800-820-00-626500-				PRINTING			
006685 DEX IMAGING			AR3067496 292465	2018 2 INV A	57.70	C-120517	COPIER/ CITY HALL/
INVOICE:			FULL DESC:	COPIER/ CITY HALL/ WATER			
017546 ARISTA			24341 292456	2018 2 INV A	2,685.86	C-120517	WATER BILLS PRINTED
INVOICE: 24341			FULL DESC:	WATER BILLS PRINTED NOV 2017			
				ACCOUNT TOTAL	2,743.56		
				ORG 820 TOTAL	8,445.90		
825				UTILITY MAINTENANCE EXPENSES			
0400-800-825-00-611000-				MATERIALS			
000354 METER SERVICE AND SU 10384			292470	2018 2 INV A	2,820.00	C-120517	3" HYDRANT METER
INVOICE: 10384			FULL DESC:	3" HYDRANT METER			
000354 METER SERVICE AND SU 10385			292471	2018 2 INV A	89.40	C-120517	SADDLE
INVOICE: 10385			FULL DESC:	SADDLE			
000354 METER SERVICE AND SU 10402			292450	2018 2 INV A	1,575.00	C-120517	METER COUPLINS
INVOICE: 10402			FULL DESC:	METER COUPLINS			
000354 METER SERVICE AND SU 10403			292449	2018 2 INV A	277.62	C-120517	PVC CLEANER & CEMEN
INVOICE: 10403			FULL DESC:	PVC CLEANER & CEMENT			
					4,762.02		
000551 USA BLUEBOOK			411564 292461	2018 2 INV A	585.74	C-120517	DRUM WRENCH & FLUOR

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	INVOICE: 411564		FULL DESC: DRUM WRENCH & FLUORIDE				
	000989 ICM OF MEMPHIS	30001704S	292236	2018 2 INV A	14.00	C-120517	SHORT PAID-FRIEGHT
	INVOICE:		FULL DESC: SHORT PAID-FRIEGHT ON INV: 30001704				
	000989 ICM OF MEMPHIS	30001793	292454	2018 2 INV A	388.63	C-120517	8" SKID ROLLER
	INVOICE: 30001793		FULL DESC: 8" SKID ROLLER				
					402.63		
	001102 SOUTHAVEN SUPPLY	305268	292657	2018 2 INV A	922.81	C-120517	MISC. SUPPLIES
	INVOICE: 305268		FULL DESC: MISC. SUPPLIES				
	005044 LOWE'S HOME CENTERS,	11252017	292656	2018 2 INV A	3,926.32	C-120517	LOWES CREDIT
	INVOICE: 11252017		FULL DESC: LOWES CREDIT				
	007304 O'REILLYS AUTO PARTS	1257-33741	292494	2018 2 INV A	19.99	C-120517	TRAILER HITCH BUSHI
	INVOICE:		FULL DESC: TRAILER HITCH BUSHING				
	007766 CENTRAL PIPE SUPPLY,	S100120617	292458	2018 2 INV A	4,375.25	C-120517	3/4" METERS 1" METE
	INVOICE:		FULL DESC: 3/4" METERS 1" METERS				
	016582 CONTRACTORS SUPPLY P	12674	292457	2018 2 INV A	112.50	C-120517	BLUE REFLECTIVE TAP
	INVOICE: 12674		FULL DESC: BLUE REFLECTIVE TAPE				
			ACCOUNT TOTAL		15,107.26		
	0400-800-825-00-611100-		CHEMICALS				
	001146 IDEAL CHEMICAL	206550	292485	2018 2 INV A	387.50	C-120517	LIME FOR GETWELL RD
	INVOICE: 206550		FULL DESC: LIME FOR GETWELL RD WP				
	001146 IDEAL CHEMICAL	206551	292486	2018 2 INV A	560.00	C-120517	CHLORINE FOR GETWEL
	INVOICE: 206551		FULL DESC: CHLORINE FOR GETWELL RD WP				
	001146 IDEAL CHEMICAL	208414	292487	2018 2 INV A	387.50	C-120517	LIME FOR GETWELL RD
	INVOICE: 208414		FULL DESC: LIME FOR GETWELL RD WP				
	001146 IDEAL CHEMICAL	208415	292491	2018 2 INV A	794.50	C-120517	FLUORIDE & LIME FOR
	INVOICE: 208415		FULL DESC: FLUORIDE & LIME FOR COLLEGE RD WP				
	001146 IDEAL CHEMICAL	208416	292493	2018 2 INV A	560.00	C-120517	CHLORINE/ GREENBROO
	INVOICE: 208416		FULL DESC: CHLORINE/ GREENBROOK WP				
	001146 IDEAL CHEMICAL	208417	292492	2018 2 INV A	610.50	C-120517	FLUORIDE / GREENBRO
	INVOICE: 208417		FULL DESC: FLUORIDE / GREENBROOK WP				
					3,300.00		
	005073 MOMAR	PSI1208801	292469	2018 2 INV A	374.54	C-120517	DISINFECTANT/ SEWER
	INVOICE:		FULL DESC: DISINFECTANT/ SEWER LINE FOAM				
			ACCOUNT TOTAL		3,674.54		
	0400-800-825-00-611300-		MAINTENANCE VEHICLES				
	007304 O'REILLYS AUTO PARTS	1257-337628	292463	2018 2 INV A	3.35	C-120517	TAIL LIGHT TRUCK #8
	INVOICE:		FULL DESC: TAIL LIGHT TRUCK #831				
	007304 O'REILLYS AUTO PARTS	1257-337716	292482	2018 2 INV A	92.38	C-120517	BATTERY TRUCK #839
	INVOICE:		FULL DESC: BATTERY TRUCK #839				

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							95.73
				ACCOUNT TOTAL			95.73
0400-800-825-00-612200-				MAINTENANCE EQUIPMENT & BUILD			
007304 O'REILLYS AUTO PARTS	1257-337615	292483		2018 2 INV A	34.26	C-120517	WIPER BLADES/ SEWER
INVOICE: 486906		FULL DESC:		WIPER BLADES/ SEWER TRUCK 811			
007304 O'REILLYS AUTO PARTS	1257-337740	292462		2018 2 INV A	164.23	C-120517	FUEL TREATMENT ETC.
INVOICE: 488376		FULL DESC:		FUEL TREATMENT ETC. #803			
							198.49
				ACCOUNT TOTAL			198.49
0400-800-825-00-612500-				UNIFORMS			
000983 PARAMOUNT UNIFORMS R	486906	292495		2018 2 INV A	93.80	C-120517	UNIFORMS
INVOICE: 486906		FULL DESC:		UNIFORMS			
000983 PARAMOUNT UNIFORMS R	488376	292481		2018 2 INV A	100.46	C-120517	UNIFORMS
INVOICE: 488376		FULL DESC:		UNIFORMS			
							194.26
				ACCOUNT TOTAL			194.26
0400-800-825-00-622100-				PROFESSIONAL SERVICES			
015972 PARKS & PARKS WELL	13896	292453		2018 2 INV A	9,270.00	C-120517	REPAIRS AT WHITWORT
INVOICE: 13896		FULL DESC:		REPAIRS AT WHITWORTH WELL			
018221 CIVIL-LINK, LLC	72904	292473		2018 2 INV A	2,555.28	C-120517	UTILITIES RPR SERVI
INVOICE: 72904		FULL DESC:		UTILITIES RPR SERVICES			
018221 CIVIL-LINK, LLC	72905	292474		2018 2 INV A	922.68	C-120517	SANITARY SEWER SERV
INVOICE: 72905		FULL DESC:		SANITARY SEWER SERV. MODIFICATION			
							3,477.96
				ACCOUNT TOTAL			12,747.96
0400-800-825-00-624500-				LICENSES & MISCELLANEOUS FEES			
001363 HEFFNER MISTY	11142017	292468		2018 2 INV A	12.00	C-120517	EASEMENT
INVOICE: 11142017		FULL DESC:		EASEMENT			
				ACCOUNT TOTAL			12.00
0400-800-825-00-626900-				TRAVEL & TRAINING			
001339 CREDIT CARD CENTER	11182017	292234		2018 2 INV A	318.60	C-120517	11/18/2017
INVOICE: 11182017		FULL DESC:		11/18/2017			
				ACCOUNT TOTAL			318.60
0400-800-825-00-630600-				VEHICLES			
000070 AERIAL TRUCK EQUIP C	S23735	292452		2018 2 INV A	909.80	C-120517	TOOL BOX

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INVOICE:			FULL DESC: TOOL BOX				
				ACCOUNT TOTAL		909.80	
0400-800-825-00-650903-				INTERCEPTOR SEWER TREATMENT			
002848 HORN LAKE CREEK BASI	11202017	292459		2018 2 INV A	103,083.84	C-120517	NOV. 2017/ SEWER TR
INVOICE: 11202017			FULL DESC: NOV. 2017/ SEWER TREATMENT				
				ACCOUNT TOTAL		103,083.84	
			ORG 825	TOTAL		136,342.48	
=====				FUND 0400 UTILITY FUND	TOTAL:	324,217.45	=====

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850							
	0450-810-850-00-612500-						MAINTENANCE EXPENSES
							UNIFORMS
	000983 PARAMOUNT UNIFORMS R 486907		292627	2018 2 INV A	26.38	C-120517	UNIFORMS
	INVOICE: 486907	FULL DESC:	UNIFORMS				
	000983 PARAMOUNT UNIFORMS R 488377		292626	2018 2 INV A	26.38	C-120517	UNIFORMS
	INVOICE: 488377	FULL DESC:	UNIFORMS				
	000983 PARAMOUNT UNIFORMS R CO486158		292628	2018 2 CRM A	-46.00	C-120517	UNIFORMS
	INVOICE:	FULL DESC:	UNIFORMS				
					6.76		
				ACCOUNT TOTAL	6.76		
	0450-810-850-00-622100-						PROFESSIONAL SERVICES
	007500 SWEEPING CORPORATION 128005-IN		292638	2018 2 INV A	2,154.31	C-120517	SWEEPING SERV. PER
	INVOICE:	FULL DESC:	SWEEPING SERV. PER CONTRACT				
	007500 SWEEPING CORPORATION 128006-IN		292637	2018 2 INV A	1,264.20	C-120517	SWEEPING SERV/ PER
	INVOICE:	FULL DESC:	SWEEPING SERV/ PER CONTRACT				
	007500 SWEEPING CORPORATION 128007-IN		292640	2018 2 INV A	2,250.55	C-120517	SWEEPING SERV. PER
	INVOICE:	FULL DESC:	SWEEPING SERV. PER CONTRACT				
	007500 SWEEPING CORPORATION 128028-IN		292639	2018 2 INV A	10,211.61	C-120517	SWEEPING SERV. PER
	INVOICE:	FULL DESC:	SWEEPING SERV. PER CONTRACT				
					15,880.67		
				ACCOUNT TOTAL	15,880.67		
				ORG 850 TOTAL	15,887.43		
=====							
	FUND 0450 SANITATION FUND			TOTAL:	15,887.43		
=====							

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	0600		PAYROLL FUND				
	0600-000-000-00-214300-						
	024871 WAGeworks	1017-TR44884	292497	2018 2 INV A	186.54	C-120517	COBRA ADMIN FEES
	INVOICE:		FULL DESC:	COBRA ADMIN FEES			
			ACCOUNT TOTAL		186.54		
	0600-000-000-00-215104-						
	011185 DAC	12012017	292496	2018 2 INV A	133.00	C-120517	DEC. DUES
	INVOICE: 12012017		FULL DESC:	DEC. DUES			
			ACCOUNT TOTAL		133.00		
			ORG 0600	TOTAL	319.54		
=====							
	FUND 0600 PAYROLL FUND		TOTAL:		319.54		
=====							

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Executive Session

Litigation in SPD

Personnel in SFD

Economic Development (business expansion/re-location in City)