

**MINUTES OF THE REGULAR MEETING
OF FEBRUARY 16, 2010
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 16th day of February, 2010 at six o'clock (6:00) p.m. at City Hall.

Present were:

Charles G. Davis	Mayor
Greg Guy	Alderman, at Large
Lorine Cady	Alderman, Ward 1
Ronnie Hale	Alderman, Ward 2
George Payne	Alderman, Ward 3
William Brooks	Alderman, Ward 4
Ricky Jobs	Alderman, Ward 5
Randall Huling	Alderman, Ward 6

Alderman Huling came in late and Alderman Jobs was present via telecommunication. Also present were Chris Wilson, City Administrator, Sheila Heath, City Clerk, Whitney Choat, City Planner and Bradley Wallace, Director of Operations. Approximately ten (10) other people were present.

Mayor Davis called the meeting to order. Alderman Guy led in prayer. Following the Pledge of Allegiance led by Alderman Cady, a motion was made by Alderman Cady to approve the minutes of February 2, 2010 with any corrections, deletions, or additions necessary. Motion seconded by Alderman Hale. Motion was put to a vote and passed unanimously.

CITIZEN'S AGENDA

No one for the Citizen's Agenda.

RESOLUTION APPROVING THE PAYING AGENT FOR THE ISSUANCE OF THE GO BONDS-SERIES 2010-\$6,000,000.00

Pursuant to that certain resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") of the City of Southaven, Mississippi (the "City") on February 2, 2010, authorizing and directing the issuance of the City's \$6,000,000 General Obligation Bonds, Series 2010 (the "Bonds"), the Governing Body took up for consideration the matter of affirming the designation of a Paying Agent to serve in connection with the Bonds.

Alderman Guy made a motion to approve the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPROVING A PAYING AGENT AGREEMENT BETWEEN THE CITY OF SOUTHAVEN, MISSISSIPPI, AND HANCOCK BANK, GULFPORT, MISSISSIPPI, ALL IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE CITY OF SOUTHAVEN, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF SIX MILLION DOLLARS (\$6,000,000) PROVIDING FUNDS TO PAY FOR THE COST OF (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) CONSTRUCTING, 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.

WHEREAS, the Mayor and Board of Aldermen of the City of Southaven, Mississippi (the “Governing Body” of the “City”) has heretofore authorized the issuance of its General Obligation Bonds dated February 1, 2010 in the principal amount of \$6,000,000; and

WHEREAS, the Purchaser of the Bonds, Duncan-Williams, Inc., Memphis, Tennessee, nominated Hancock Bank, Gulfport, Mississippi, as Paying Agent/Transfer Agent/Registrar (“Paying Agent”) for the Bonds, subject to approval of the City; and

WHEREAS, the City finds and determines that the said Hancock Bank is qualified to act as Paying Agent and its fees and expenses are reasonable; and

WHEREAS, due to the nature of the bond issuance process, Hancock Bank was obliged to act as Paying Agent without formal approval by the City, and the Mayor and Clerk, after consultation with Counsel have executed and delivered a Paying Agent Agreement between the City and Hancock Bank.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, AS FOLLOWS:

1. That Hancock Bank, Gulfport, Mississippi, is hereby approved as Paying Agent for the Bonds, and that the Paying Agent Agreement and fee schedule attached hereto is hereby approved:

[Executed Paying Agent Agreement is inserted following this page.]



Hancock Bank
Trust & Financial Services Group

Corporate Trust Fee Schedule

Paying Agent and Registrar Services

Baton Rouge Gulfport Jackson New Orleans

Acceptance

New Issue Document Review, Account Acceptance and Set-up
Payable at Closing \$2,500

Administration

Semi-annual base fee \$100

Paying Agent Services

Principal or Interest Payments per CUSIP number \$1.50 each
Minimum per semi-annual payment cycle \$200

Transfer Agent Services

Certificates Issued or Cancelled \$3.00 each
Minimum per semi-annual payment cycle \$200

Registrar Services

Holder Accounts Maintained During Billing Period \$3.00 each
Minimum per semi-annual payment cycle \$200

Miscellaneous Activity

Audit Confirmations \$35.00 each
Legal Transfers \$20.00 each
IRS Form 1099B \$1.50 each
Holder List 75.00 each

Investments for Reserve Funds, Sinking Funds or Construction Funds

Each purchase, sale, maturity, free receipt or free delivery of securities \$35.00

There is no transaction charge for investment of funds in the Hancock Horizon Treasury Securities Money Market Fund. There is a 50 basis point utilization fee for any other cash management fund.

Out-of-Pocket Expenses and Extraordinary Services

If the bank is required to perform unusual or extraordinary services, including participation in litigation, reasonable compensation commensurate with the services, time, work and responsibility involved will be charged.

All out-of-pocket expenses, including but not limited to counsel fees, other agent's fees, accountant's fees, cost of special supplies required, postage and insurance will be charged in addition to the regular compensation. Fees will be billed and payable semiannually in arrears. This schedule of fees is subject to change without advance notice.



PAYING AGENT AGREEMENT

This **PAYING AGENT AGREEMENT** entered into as of February 2, 2010 (the "Agreement"), by and between City of Southaven, Mississippi (the "Issuer"), and **HANCOCK BANK**, in the city of Gulfport, Mississippi (the "Bank"):

RECITALS OF THE ISSUER

WHEREAS, the Issuer has duly authorized and provided for the issuance of its **General Obligation Bonds, Series 2010** (the "Bond"), in an aggregate principal amount of \$6,000,000 to be issued as fully registered bonds; and

WHEREAS, all things necessary to make the Bond the valid obligations of the Issuer, in accordance with their terms, will have been taken upon the issuance and delivery thereof, and

WHEREAS, the Issuer desires that the Bank act as the **Paying Agent** of the Issuer in paying the principal, premium, if any, and interest on the Bond, in accordance

with the terms thereof, all in accordance with the terms of this Agreement and the Bond Resolution (herein defined); and

WHEREAS, the Bank desires to accept the appointment of Paying Agent as set forth in this Agreement and the Bond Resolution; and

WHEREAS, the Bank has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the Bank, in accordance with its terms, have been done;

NOW, THEREFORE, it is mutually agreed by the Issuer and the Bank as follows:

ARTICLE I.

APPOINTMENT OF BANK AS PAYING AGENT

Section 1.01 Appointment and Acceptance. The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bond, in paying to the registered owners of the Bond the principal, premium, if any, and interest on the Bond.

The Bank hereby accepts its appointment and agrees to act as the Paying Agent (the “Paying Agent”) as set forth in this Agreement and in the Bond Resolution.

Section 1.02 Compensation. As compensation for the Bank’s services as Paying Agent, the Issuer hereby agrees to pay the Bank the fees and amounts according to the Bank’s fee schedule set forth in Exhibit A hereto. Such compensation shall remain fixed for the term of the Agreement in accordance with Exhibit A hereto until the Bank furnishes the Issuer with a proposed revised fee schedule at least ninety (90) days prior to the proposed effective date of such revised fee schedule. The revised fee schedule shall be placed in effect on the proposed effective date.

In addition, the Issuer agrees to reimburse the Bank upon its written request for all reasonable and necessary expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II.

DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Agreement” , means the Paying Agent Agreement.

“Bank” means the bank party to this Agreement referred to in the first paragraph hereof.

“Bank Office” means the principal corporate trust office of the Bank at the address as set forth on the signature page of this Agreement. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Bond” means the Issuer’s obligations referred to in the recitals to this Agreement, which obligations are to be issued pursuant to the Issuing Resolution unless otherwise instructed in writing by the Issuer.

“Bond Resolution” shall mean the Resolution adopted by the Mayor and Board of Aldermen of the City of Southaven, Mississippi on February 2, 2010.

“Holder” or “Bond Holder” means a Person in whose name a Bond is registered.

“Issuer” means the party to this Agreement other than the Bank referred to in the first paragraph hereof.

“Issuer Request” or “Issuer Order” means a written request or order signed in the name of the Issuer by any officer of the Issuer and delivered to the Bank.

“Paying Agent” means the Bank when it is performing the functions associated with such terms in this Agreement.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistance Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

ARTICLE III.

PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of the Bond at stated maturity or redemption date, to the Holder upon surrender of the Bond to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on the Bond when due, by computing the amount of interest to be paid each Holder, preparing the checks and mailing the checks on the interest payment date, to the Holders of the Bond (determined as of the Record Date for such interest payment date), addressed to their address appearing on the Bond Register.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Bond on the dates specified in the Issuing Resolution.

ARTICLE IV.

THE BANK

Section 4.01 Duties of the Bank. The Bank undertakes to perform such duties and only such duties as are set forth herein and agrees to use reasonable care in the performance thereof.

Section 4.02 Reliance on Documents, etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, note, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Bond, but is protected in acting upon receipt of Bond containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an attorney-in-fact of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent order, note, bond, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) Notwithstanding anything elsewhere in this Agreement contained, the Paying Agent shall have the right, but shall not be required, to demand, in respect of the withdrawal of any cash, or any action whatsoever within the purview of this Agreement, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Paying Agent deemed desirable for the purpose of establishing the right of the Issuer to the withdrawal of any cash, or the taking of any other action by the Paying Agent.

Section 4.03 Recitals of Issuer. The recitals contained in the Bond shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Bond or any other Person for any amount due on any Bond from its own funds.

Section 4.04 Bank May Hold Bond. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bond and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent, or any other agent.

Section 4.05 Moneys Held by Bank. The Bank shall be under no liability for interest on any money received by it hereunder. Any money deposited with the Bank for the payment of principal, premium, if any, or interest on any Bond shall be held in trust for the Holders but need not be segregated from other funds provided accounts are maintained. Any money deposited with the Bank for the payment of principal, premium, if any, and/or interest on any Bond and remaining unclaimed for five years after final maturity of the Bond has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Bond shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease.

Section 4.06 Indemnification. The Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder.

Section 4.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit, in either the Chancery Court of the appropriate County, or the United States Federal District Court for the appropriate County, and agree that service of process by certified or registered mail, return receipt requested, to the address set forth in this agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein, and be reimbursed for its attorney's fees by the Issuer in the event such action was not necessitated either directly or indirectly by any negligence on the part of the Bank.

ARTICLE V.

MISCELLANEOUS PROVISIONS

Section 5.01 Amendments. This Agreement may be amended by an agreement in writing signed by both of the parties hereto.

Section 5.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 5.03 Notices. Any request, demand, authorization, direction, notice, consent waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the address shown on the signature page of this Agreement or at such other address designated in writing by either party and delivered to the other.

Section 5.04 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 5.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 5.06 Severability. In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 5.07 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 5.08 Entire Agreement. This Agreement and the Issuing Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and if any conflict exists between this Agreement and the Issuing Resolution, the Issuing Resolution shall govern.

Section 5.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 5.10 Termination. This Agreement will terminate on the date of final payment by the Bank issuing its checks for the final payment of principal and interest of the Bond.

This Agreement may be earlier terminated upon sixty (60) days written notice by either party given to the other party provided, however, such termination shall not take effect until the appointment of a successor Paying Agent by the Issuer or, if the Issuer fails to appoint a successor Paying Agent within sixty (60) days of such written notice, the then current Paying Agent.

The provisions of Section 1.02 and of Article IV shall survive, and remain in full force and effect following the termination of this Agreement.

Section 5.11 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

Section 5.12 Successor Paying Agent. Any corporation or association into which the Paying Agent may be converted or merged, or with which the Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and 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 the Paying Agent is a party shall be and become successor Paying Agent hereunder and vested with all of the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, notwithstanding anything herein to the contrary.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Southaven, Mississippi

_____ By: _____

_____ Title: _____

ATTEST

By: _____

Title: _____

**HANCOCK BANK
1855 Lakeland Drive, Suite Q-230
Jackson, MS 39216**

_____ By: _____

Officer _____ Title: **Brittany R Ladner, Trust**

2. That the actions of the Mayor and the Clerk, on behalf of the City, in executing and delivering the Paying Agent Agreement and any other documents necessary to complete the appointment of Hancock Bank, Gulfport, Mississippi, as Paying Agent are hereby affirmed.

Alderman Hale seconded the motion to adopt the foregoing resolution after the same had been read and considered section by section, and, being put to a roll call vote, the result was as follows:

Alderman Greg Guy	voted: YEA
Alderman Lorine Cady	voted: YEA
Alderman Ronnie Hale	voted: YEA
Alderman William Brooks	voted: YEA
Alderman George Payne	voted: YEA
Alderman Ricky Jobs	voted: YEA
Alderman Randall T. Huling, Jr.	voted: ABSENT

The motion having received the foregoing vote of the Governing Body, the Mayor declared the motion carried and the resolution adopted this the 16th day of February, 2010.

BUDGET REVISION

RESOLUTION AMENDING THE BUDGET

Amended Appropriations and Expenditures for the
Fiscal Year 2009-2010
FOR THE CITY OF SOUTHAVEN, MISSISSIPPI

**BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI**

WHEREAS, the Mayor and the Board of Aldermen of the City of Southaven, Mississippi, wish to prepare and publish a amended budget of the municipal revenues and expense estimated for the fiscal year 2009-2010; and

WHEREAS, the budget herein shall be for the period beginning from October 1, 2009 and ending September 30, 2010; and

WHEREAS, the "Municipal Budget Law" of the State of Mississippi provides that said budget shall be adopted and approved as finally determined by governing authorities being the Mayor and Board of Aldermen of the City of Southaven, Mississippi; now therefore,

**BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF
SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, AS FOLLOWS**

SECTION 1. It is hereby authorized by the Mayor and Board of Aldermen the funds as herein provided shall be amended and appropriated for the provision of municipal services in the City of Southaven, DeSoto County, Mississippi, for the fiscal period 2009-2010:

the <u>GENERAL FUND BUDGET:</u>	\$38,467,482.00
the <u>BOND FUND BUDGET:</u>	\$ 3,000,000.00
the <u>TOURIST & CONVENTION FUND BUDGET:</u>	\$ 515,000 .00
the <u>DEBT SERVICE FUND BUDGET:</u>	\$ 7,580,000.00
the <u>UTILITY FUND BUDGET:</u>	\$ 16,452,080.00
the <u>SANITATION FUND BUDGET:</u>	\$2,594,000.00
the <u>LIBRARY FUND BUDGET:</u>	\$ 316,000.00

SECTION 2. The above funds are set forth herein in the budget summary concerning both appropriations and expenditures. The amendments are primarily due to grant funded projects and/or bond funded capital improvement revenues and expenditures and the amended funds will be used on such projects.

SECTION 3. The Motion to adopt the budget and establish the millage rate as presented being made by Alderman Guy with a second by Alderman Brooks with the following aldermen being present and voting thereon as follows:

Approval and adoption of proposed budget and voting YEA”

Alderman Greg Guy	voted: YEA
Alderman Lorine Cady	voted: YEA
Alderman Ronnie Hale	voted: YEA
Alderman William Brooks	voted: YEA
Alderman George Payne	voted: YEA
Alderman Ricky Jobs	voted: YEA

Absent and not voting

Alderman Randall T. Huling, Jr.	voted: ABSENT
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RESOLVED THIS 16th DAY OF February, 2010.

ACCEPTANCE OF BIDS: FIRE DEPARTMENT

Mayor Davis reported that Fire Chief Mike Brackin is requesting permission to extend the uniform bid for an additional 12 months as per our bid specifications. Alderman Cady made the motion to approve the bid extension as requested by Chief Brackin. Motion was seconded by Alderman Guy. Motion was put to a vote and passed unanimously.

SURPLUS PROPERTY: POLICE DEPARTMENT

Mayor Davis reported that the Police Department requested the following vehicles be listed as surplus property and will be disposed of as per State of Mississippi law. These vehicles are seized vehicles, and the funds will go into the seized account.

1999 Honda Passport	VIN: 4S6CK58W4X4417902,
1998 Pontiac Grand Prix	VIN: 1G2WJ52M1WF311192

1984 Chevrolet Cavalier
1998 Ford Expedition

VIN: 1G1AC69P9EJ248241
VIN: 1FMPU18L8WLC44070

Alderman Cady made the motion to accept the recommendation of Captain Stewart. Motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously.

Alderman Huling came in.

PLANNING AGENDA

Nothing on the Planning Agenda

MAYOR'S REPORT

Mayor Davis reported that our new website will be going live February 26th. The new website will be more user friendly, and the residents will be able to go online and report problems. They will be able to listen to speeches, watch Board meetings, view agendas and minutes of the meetings.

Mayor also stated that he wanted to publicly thank our Public Works Department for the hard work during the snow storm. They put out approximately 50 tons of sand, so our streets would be open for our residents.

COMMITTEE REPORTS:

No Committee Reports

CITY ATTORNEY'S LEGAL UPDATE

No City Attorney's Report

OLD BUSINESS:

No Old Business

PROGRESS REPORTS:

No Progress Reports

CLAIMS DOCKET

A motion was made by Alderman Guy to approve the Claims Docket of February 16, 2010, including demand checks and payroll in the amount of \$2,615,701.02. Excluding voucher numbers:

138216, 138217, 138240, 138246, 138291, 138361, 138391, 138403, 138419, 138520, 138557, 138595, 138632, 138661, 138668, 138698, 138699, 138703, 138706, 138726, 138734, 138757, 138766, 138767

Motion seconded by Alderman Hale. Motion was put to a roll call vote and passed unanimously.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Guy	Yea
Alderman Cady	Yea
Alderman Hale	Yea
Alderman Payne	Yea
Alderman Brooks	Yea
Alderman Jobs	Yea
Alderman Huling	Yea

Mrs. Linda Allen asked if she could please speak to the Board of Aldermen regarding the sale of live animals at the Flea Market. Mayor told her she should have been placed on the Citizens Agenda but would allow her to speak. She asked this Board if they would stop the sale of live animals at the flea markets. She feels these animals are not taken care of. She feels that Southaven will become a prime target for the unscrupulous puppy breeders. She stated that Memphis and Germantown have already banned this. Mayor told Mrs. Allen that we would give this to the Ordinance Committee to review.

There being no further business to come before the Mayor and Board of Aldermen, a motion was made by Alderman Cady to adjourn. Motion seconded by Alderman Guy. Motion was put to a vote and passed unanimously, February 16, 2010 at 6:15 p.m.

Charles G. Davis, Mayor

Sheila Heath, City Clerk