

**MUNICIPAL DOCKET
MAYOR AND BOARD OF ALDERMEN MEETING
AUGUST 18, 2015 BEGINNING AT 6:00 P.M.**

Meeting Called To Order
Invocation: Alderman Lay
Pledge of Allegiance
Roll Call

Mayor Allen Latimer

I. Vote on Municipal Docket

II. Consent Agenda

- A. Approval of minutes for August 4th, 2015 Mayor and Board of Aldermen meeting.
- B. Resignation of Jordan Sims from the Police Department effective August 11, 2015.

III. Claims Docket

IV. Special Guests / Presentations

V. Personnel

- A. Promotion of Officer Kye Meadows to the rank of P2 at the rate of \$17.75 per hour effective August 29, 2015.
- B. Promotion of Officer Jason Cooper to the rank of P3 at the rate of \$18.50 per hour effective June 7, 2015, due to administrative error in the Police Department.

VI. Planning

- A. Case No. 1516 Zoning Ordinance Text Amendment
- B. Case No. 1517 Conditional Use for Motor Vehicle Service and Repair in the M-1 Zoning District

VII. New Business

- A. Resolutions for cleaning private property
- B. Request contract for Professional Services with DeSoto County Schools
- C. Request to approve Logan Whyte as part-time seasonal contract labor worker effective August 18, 2015 at the rate of \$10.00 per hour, not to exceed 19.5 hours per week.
- D. Request replacement copier lease with RJ Young from Dex Imaging for Parks Department.
- E. Request replacement copier lease with RJ Young from Dex Imaging for Fire Department.

- F. Request replacement copier lease with RJ Young from Dex Imaging for Planning Department.
- G. Request replacement copier lease with RJ Young from Dex Imaging for Finance Department.
- H. Request approval for Vintage Church to host block party Sept. 6, 2015 at Greg Maxey Park from 4:00 – 7:00 p.m.
- I. Parks Department Budget Changes
- J. Request to contract with Southern Athletic Fields for needed repairs.
- K. Meadowbrook Drive Bridge State Aid Project-Memorandum of Agreement with CF Industries Nitrogen, LLC

VIII. Mayor / Alderman Correspondence

IX. Department Head Correspondence

X. Engineer Correspondence

XI. City Attorney Correspondence

XII. Executive Session

XIII. Adjourn

August 18, 2015

Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Horn Lake, Mississippi was held on August 18, 2015 beginning at 6:00 p.m., it being the said time and place for conducting the meeting.

When and where the following were present: Mayor Latimer, Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, Alderman Roberts, Keith Briley, Planning Director, Spencer Shields, Public Works Director, David Linville, Fire Chief, Keith Calvert, Parks Director, Danny Smith, Animal Control Director, Jim Robinson, City Clerk, Arianne Linville, HR Director, Darryl Whaley, Police Chief, Vince Malavasi, City Engineer, and Billy Campbell, City Attorney.

Absent: None.

Order #08-11-15

Approval of Municipal Docket

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Municipal Docket with C. under new business to be deleted.

Said motion was made by Alderman Smith and seconded by Alderman White.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order #08-12-15

Approval of Consent Agenda

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Consent Agenda as follows:

- A. Approval of minutes for Mayor and Board of Aldermen meeting on August 4, 2015.
- B. Resignation of Jordan Sims from the Police Department effective August 11, 2015.

Said motion was made by Alderman White and seconded by Alderman Roberts.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal



**CITY OF HORN LAKE
BOARD MEETING
AUGUST 18, 2015**

CLAIMS DOCKET RECAP D-081815 - & C-081815

NAME OF FUND	TOTAL
GENERAL FUND	\$395,984.98
EXECUTIVE	\$ 33.38
LEGISLATIVE	\$
JUDICIAL	\$ 2,560.00
FINANCIAL ADMINISTRATIVE	\$ 150.00
PLANNING	\$ 619.83
POLICE	\$ 39,324.00
FIRE & EMS	\$ 7,408.83
STREET DEPARTMENT	\$ 25,134.60
ANIMAL CONTROL	\$ 677.23
PARKS & REC	\$ 4,288.75
PARK TOURNAMENT	\$ 140.00
PROFESSIONAL EXPENSE	\$315,648.36
HEALTH INSURANCE	\$
COURT COSTS	\$
LIBRARY FUND	\$
ECONOMIC DEV FUND	\$ 495.00
DEBT SERVICE	\$
UTILITY FUND	\$ 40,033.42
TOTAL DOCKET	\$ 436,513.40



**CITY OF HORN LAKE
BOARD MEETING
AUGUST 18, 2015
PAYROLL RECAP**

Department	8/6/2015	Overtime Amount
Animal Control	\$4,447.69	\$0.00
Judicial	\$10,140.52	\$30.60
Fire/Amb	\$84,761.37	\$0.00
Fire/Budgeted OT	\$0.00	\$8,242.44
Fire/Non Budgeted OT	\$0.00	\$606.46
Fire/ST Non Budgeted OT	\$0.00	\$492.20
Finance	\$5,616.92	\$0.00
Legislative	\$4,219.63	\$0.00
Executive	\$3,753.00	\$0.00
Parks	\$12,178.48	\$369.00
Planning	\$4,344.89	\$0.00
Police	\$124,420.29	\$5,688.03
Public Works - Streets	\$13,768.93	\$820.82
Public Works - Utility	\$23,201.88	\$1,041.79
Grand Total	\$290,853.60	\$17,291.34

VENDOR	VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	CHECK NO	FULL DESC
1351	DEPARTMENT OF REVENUE	STREET DEPARTMENT	PROFESSIONAL SERVICES	\$12.00	689216	TAG FOR 1998 GMC YUKON 1GKEK13R4WJ724118
5922	MADDEN PHILLIPS	ADMINISTRATIVE EXPENSE	TULANE RD. CONNECTOR	\$187,621.46	689213	TULANE ROAD CONNECTOR-FIRST DRAW
940	HORN LAKE POSTMASTER	UTILITY SYSTEM	TELEPHONE & POSTAGE	\$2,271.85	689090	AUG 2015 UTILITY BILL MAILING
1702	FLEETCOR TECHNOLOGIE	EXECUTIVE	FUEL & OIL	\$33.38	689255	FUEL J ROBINSON/MAYOR
1727	WILLIAM SEALE	JUDICIAL	PROFESSIONAL SERVICES	\$400.00	689395	JUDGE & PROSECUTOR FEE FOR 8-6-15
3185	SYSCON INC	JUDICIAL	PROFESSIONAL SERVICES	\$2,160.00	689307	COURT SOFTWARE
5801	LIPSCOMB & PITTS INS	FINANCIAL ADMINISTRATION	PROFESSIONAL SERVICES	\$150.00	689280	JIM ROBINSON BOND
5907	TANNER KUNTZ	PLANNING	CONTRACT PERSONNEL	\$320.00	689308	CONTRACT WORKER 7-20 TO 7-31
5907	TANNER KUNTZ	PLANNING	CONTRACT PERSONNEL	\$264.00	689308	CONTRACT WORK 8/3 TO 8/12
1702	FLEETCOR TECHNOLOGIE	PLANNING	FUEL & OIL	\$35.83	689255	FUEL J ROBINSON/MAYOR
5765	HARLEY SMITH	POLICE	WAGES & SALARIES	\$360.00	689266	HARLEY SMITH JULY 12 TO AUGUST 1, 2015
939	HORN LAKE ANIMAL HOS	POLICE	DOG SUPPLIES/VET SERVICES	\$62.10	689271	K9 SUNNY MEDICATION
317	CAR QUEST-MEMPHIS	POLICE	VEHICLE MAINTENANCE	\$179.88	689229	0784 MOTOR MOUNT
1180	MAGNOLIA TIRE	POLICE	VEHICLE MAINTENANCE	\$450.00	689281	1101 REPLACE AC CONDENSOR
1180	MAGNOLIA TIRE	POLICE	VEHICLE MAINTENANCE	\$336.50	689281	UNIT 3300 AC WORK
1180	MAGNOLIA TIRE	POLICE	VEHICLE MAINTENANCE	\$506.00	689281	UNIT 4076 FUEL PUMP
1180	MAGNOLIA TIRE	POLICE	VEHICLE MAINTENANCE	\$692.16	689281	UNIT 2169 FUEL PUMP
3502	AUTO ZONE	POLICE	VEHICLE MAINTENANCE	\$140.85	689223	0784 BRAKE ROTOR, OIL FILTER
3502	AUTO ZONE	POLICE	VEHICLE MAINTENANCE	\$15.27	689223	UNIT 1106 FUEL FILTER
5179	VENTURE TECH	POLICE	EQUIPMENT PARTS & SUPPLIES	\$149.00	689390	BATTERY FOR GETAC B300
5921	CODE BLUE DESIGNS	POLICE	EQUIPMENT PARTS & SUPPLIES	\$840.00	689236	K9 RMS SOFTWARE
5444	MID SOUTH SOLUTIONS	POLICE	UNIFORMS	\$4,667.96	689286	UNIFORMS
1180	MAGNOLIA TIRE	POLICE	FUEL & OIL	\$517.28	689281	UNIT 3301 REPLACEMENT TIRES
1702	FLEETCOR TECHNOLOGIE	POLICE	FUEL & OIL	\$2,714.32	689264	FUEL WEEK 07-27 TO 08-02-2015
1702	FLEETCOR TECHNOLOGIE	POLICE	FUEL & OIL	\$2,530.89	689263	FUEL WEEK 08-03 TO 08-09-2015
463	DPS CRIME LAB	POLICE	PROFESSIONAL SERVICES	\$450.00	689248	JULY 2015 ANALYTICAL FEES
2685	THOMSON WEST	POLICE	PROFESSIONAL SERVICES	\$169.12	689311	WESTLAW JULY 2015
2685	THOMSON WEST	POLICE	PROFESSIONAL SERVICES	\$332.90	689311	CLEAR JULY 2015
5375	LEADS ONLINE	POLICE	PROFESSIONAL SERVICES	\$2,238.00	689278	DET LEADS ONLINE TOTATRAK SYSTEM RENEWAL
5617	CHOICE TOWING	POLICE	PROFESSIONAL SERVICES	\$50.00	689231	UNIT 6366 TOW FEE
1700	TROY ROWELL	POLICE	TRAVEL & TRAINING	\$116.77	689313	TRAVEL REIMBURSEMENT FOR CLASS
5925	HOMER SKELTON HYUNDA	POLICE	DRUG SEIZURE EXPENSES	\$21,805.00	689270	SID 2015 HYUNDAI SONATA
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$460.36	689268	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$487.10	689268	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$230.20	689268	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	\$48.00	689268	EMS SUPPLIES
5620	SUPER DRUGS	FIRE & EMS	MEDICAL SUPPLIES	\$42.00	689305	FENTANYL FOR EMS
5817	BOUND TREE MEDICAL	FIRE & EMS	MEDICAL SUPPLIES	\$93.90	689227	EMS SUPPLIES

78	AMERICAN TIRE REPAIR	FIRE & EMS	VEHICLE MAINTENANCE	\$127.00	689218	ENGINE 3 DISMOUNT
78	AMERICAN TIRE REPAIR	FIRE & EMS	VEHICLE MAINTENANCE	\$187.50	689218	ENGINE 2 DISMOUNT TIRES
1180	MAGNOLIA TIRE	FIRE & EMS	VEHICLE MAINTENANCE	\$195.50	689281	REPAIRS NW1
1180	MAGNOLIA TIRE	FIRE & EMS	VEHICLE MAINTENANCE	\$262.12	689281	2 TIRES FOR 106
1485	NORTH MISSISSIPPI TI	FIRE & EMS	VEHICLE MAINTENANCE	\$912.32	689291	ENGINE 3 TIRES
1485	NORTH MISSISSIPPI TI	FIRE & EMS	VEHICLE MAINTENANCE	\$1,414.64	689291	ENGINE 2 TIRES
5099	EMERGENCY EQUIP PROF	FIRE & EMS	VEHICLE MAINTENANCE	\$129.56	689249	ENGINE 2 REPAIRS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	VEHICLE MAINTENANCE	\$443.70	689249	UNIT 1 REPAIRS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	VEHICLE MAINTENANCE	\$767.44	689249	REPAIRS UNIT 1
882	HERNANDO EQUIPMENT C	FIRE & EMS	BUILDING & EQUIP MAINT	\$53.98	689269	LAWN MOWER
926	THE HOME DEPOT	FIRE & EMS	BUILDING & EQUIP MAINT	\$64.80	689310	ST SUPPLIES
2822	FLAG CENTERCOM, LLC	FIRE & EMS	BUILDING & EQUIP MAINT	\$184.84	689253	US FLAGS
1702	FLEETCOR TECHNOLOGIE	FIRE & EMS	FUEL & OIL	\$622.01	689260	FUEL 7/27-8/2
1702	FLEETCOR TECHNOLOGIE	FIRE & EMS	FUEL & OIL	\$441.17	689259	FUEL 8/3-8/9
1356	ATMOS ENERGY	FIRE & EMS	UTILITIES	\$84.29	689222	6363 HWY 301-#09L169147
1970	COMCAST	FIRE & EMS	UTILITIES	\$81.90	689238	FIRE #3 CABLE AND INTERNET
2095	WALLS WATER ASSOCIAT	FIRE & EMS	UTILITIES	\$74.50	689394	6363 HWY 301-6/25-7/26-2015 #948
4552	DENNIS B PEYTON	STREET DEPARTMENT	CONTRACT PERSONNEL	\$320.00	689245	CONTRACT WORKER DENNIS PEYTON7/26-8/2015
676	FARRELL CALHOUN COIN	STREET DEPARTMENT	MATERIALS	\$21.39	689252	STREET SIGN MATERIALS-PAINT THINNER
1125	LEHMAN ROBERTS CO	STREET DEPARTMENT	MATERIALS	\$1,917.50	689279	ROAD IMPR. -MATERIAL FOR ST. DEPT.
1366	MMC MATERIAL	STREET DEPARTMENT	MATERIALS	\$253.50	689287	STORM DRAIN REPAIR-RD IMPRV.-4295 EDMONTON-ST. DEP
1831	SOUTHAVEN SUPPLY	STREET DEPARTMENT	MATERIALS	\$38.00	689300	STARTER ROPE-MATERIAL FOR ST.
1831	SOUTHAVEN SUPPLY	STREET DEPARTMENT	MATERIALS	\$16.56	689300	GRINDING WHEELS -STREET SIGN -
2082	VULCAN MATERIALS	STREET DEPARTMENT	MATERIALS	\$252.48	689392	WHITE ROCK-ROAD IMPROVEMENT-CI
4757	CONTRACTORS SUPPLY P	STREET DEPARTMENT	MATERIALS	\$147.98	689240	GATOR AID DRINK 2 1/2 GAL MIX-
5558	NORTHERN SAFETY CO.	STREET DEPARTMENT	MATERIALS	\$354.53	689292	DRINK MIX-MATERIAL FOR STREET
317	CAR QUEST-MEMPHIS	STREET DEPARTMENT	VEHICLE MAINTENANCE	\$14.59	689229	FUEL FILTER-VEH MAINT 889-ST.
3502	AUTO ZONE	STREET DEPARTMENT	VEHICLE MAINTENANCE	\$42.54	689223	THROTTLE POSITONER-VEH. MAINT.
3502	AUTO ZONE	STREET DEPARTMENT	VEHICLE MAINTENANCE	\$381.99	689223	DUAL FUEL PUMP FOR # 891 STREE
3502	AUTO ZONE	STREET DEPARTMENT	VEHICLE MAINTENANCE	\$10.02	689223	FUEL FILTER #891-ST. DEPT.-VEH
3502	AUTO ZONE	STREET DEPARTMENT	VEHICLE MAINTENANCE	\$19.49	689223	BLOWER/HEATER-VEH MAINT #4118
1180	MAGNOLIA TIRE	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$187.50	689281	(3) TIRES FOR STREET TAILER-EQ
1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$38.81	689293	EQ. MAINT. HOSE AND LINE REPAI
1541	PATE HYDRAULICS	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$144.81	689296	HOSE ASSY. BAT WING MOWER-EQ.
1541	PATE HYDRAULICS	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$104.18	689296	HOSE ASSY.-EQ. MAINT-DEWEESE M
1859	STATELINE TURF & TRA	STREET DEPARTMENT	BUILDING & EQUIP MAINT	\$132.32	689302	EQ. MAINT. Z TRAK J.D. MOWER-P
5712	PARAMOUNT UNIFORM	STREET DEPARTMENT	UNIFORMS	\$80.70	689295	UNIFORMS -ST. AND UT. DEPTS.
5712	PARAMOUNT UNIFORM	STREET DEPARTMENT	UNIFORMS	\$80.19	689294	UNIFORMS FOR STREET AND UTILITY DEPTS.

1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	FUEL & OIL	\$174.50	689293	HYDROLIC OIL (55) GAL DRUM-STR
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	\$368.10	689262	FUEL P.W.-7/27-8/2-2015 BG2024874
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	\$182.73	689261	FUEL P.W.-8/3-8/9-2015-BG2024874
3709	BEST-WADE PETROLEUM	STREET DEPARTMENT	FUEL & OIL	\$371.59	689226	OFF ROAD DIESEL-FOR STREET AND
4624	THE DISCOVERY GROUP	STREET DEPARTMENT	PROFESSIONAL SERVICES	\$60.00	689309	PRE EMPLOYMENT SCREENING
5870	SUPERIOR HEALTH	STREET DEPARTMENT	PROFESSIONAL SERVICES	\$100.00	689306	PRE EMPLOYMENT SCREENINGS
651	ENERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$17,321.05	689250	STREET LIGHTS
651	ENERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$61.12	689250	1007 GOODMAN RD. W.
651	ENERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	\$22.66	689250	1025 HWY 302
882	HERNANDO EQUIPMENT C	STREET DEPARTMENT	MACHINERY & EQUIPMENT	\$989.85	689269	(3) WEED EATERS FS 90 R-MACH E
3502	AUTO ZONE	STREET DEPARTMENT	MACHINERY & EQUIPMENT	\$185.98	689223	WHEEL DOLLIES FOR SHOP-MACH. E
3531	MID SOUTH AG EQUIPME	STREET DEPARTMENT	MACHINERY & EQUIPMENT	\$725.94	689285	MACH. EQ. HYDROLIC PUMP FOR TS110 TRACTOR-ST. DEPT
5798	BRANDON WALLACE	ANIMAL CONTROL	CONTRACT PERSONNEL	\$360.00	689228	8-2 THRU 8-12 CONTRACT WORK
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	\$44.69	689254	FUEL A.CONTROL-7/27-8/2-2015-BG125819
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	\$89.14	689256	FUEL A. CONTROL-8/3-8/9-2015--BG125819
5801	LIPSCOMB & PITTS INS	ANIMAL CONTROL	PROFESSIONAL SERVICES	\$150.00	689280	DANNY SMITH BOND RENEWAL
1356	ATMOS ENERGY	ANIMAL CONTROL	UTILITIES	\$33.40	689221	6410 CENTER ST. E.-#298909
4512	DANA HERSHMAN	PARKS & REC	ASSISTING CONTRACT EMPOLYEES	\$75.00	689242	FOOTBALL PROGRAM
552	DESOTO COUNTY COOPER	PARKS & REC	MATERIALS	\$436.00	689246	FIELD MARKER LINE
926	THE HOME DEPOT	PARKS & REC	MATERIALS	\$27.38	689310	MATERIAL / SPRINKLER HEAD
1448	NATURES EARTH PRODUC	PARKS & REC	MATERIALS	\$76.00	689290	MULCH
1831	SOUTHAVEN SUPPLY	PARKS & REC	MATERIALS	\$26.86	689300	MATERIAL / MOWER / SPRINKLERS
1831	SOUTHAVEN SUPPLY	PARKS & REC	MATERIALS	\$11.13	689300	MATERIAL SPRINKLER SYSTEM
5906	PETTY CASH L CALVERT	PARKS & REC	MATERIALS	\$10.70	689297	MATERIAL
5347	CEDRIC TERRY	PARKS & REC	UMPIRES	\$70.00	689230	UMPIRE / DIZZY DEAN
882	HERNANDO EQUIPMENT C	PARKS & REC	BUILDING MAINT	\$59.85	689269	BLADES MOWER / BAD BOY
926	THE HOME DEPOT	PARKS & REC	BUILDING MAINT	\$59.94	689310	WEEDEATER REPAIR
1040	JERRY PATE TURF & IR	PARKS & REC	BUILDING MAINT	\$124.13	689275	PULLEY
1180	MAGNOLIA TIRE	PARKS & REC	BUILDING MAINT	\$200.00	689281	TIRES FOR TORO MOWER 21
1736	S & H SMALL ENGINE	PARKS & REC	BUILDING MAINT	\$60.62	689299	WEED EATER REPAIR
1736	S & H SMALL ENGINE	PARKS & REC	BUILDING MAINT	\$54.32	689299	WEED EATER REPAIR
1736	S & H SMALL ENGINE	PARKS & REC	BUILDING MAINT	\$143.28	689299	BLADE FOR TORO MOTOR
1831	SOUTHAVEN SUPPLY	PARKS & REC	BUILDING MAINT	\$11.63	689300	BROKEN WATER LINE REPAIR
1518	O'REILLY AUTO PARTS	PARKS & REC	FUEL & OIL	\$95.76	689293	MOTOR OIL
1702	FLEETCOR TECHNOLOGIE	PARKS & REC	FUEL & OIL	\$113.43	689257	FORD EXPLORER FORD F 150 AND RANGER
1702	FLEETCOR TECHNOLOGIE	PARKS & REC	FUEL & OIL	\$128.28	689258	FORD EXPLORER , TRUCKS
1736	S & H SMALL ENGINE	PARKS & REC	FUEL & OIL	\$119.69	689299	MATERIAL WEED EATER OIL
5870	SUPERIOR HEALTH	PARKS & REC	PROFESSIONAL SERVICES	\$75.00	689306	PRE EMPLOYMENT SCREENINGS
651	ENERGY	PARKS & REC	UTILITIES	\$43.15	689250	FLOOD LIGHT @ CHOCTAW PARK

651	ENERGY	PARKS & REC	UTILITIES	\$138.75	689250	FLOODS FAIRFIELD MEADOW PARK
1970	COMCAST	PARKS & REC	UTILITIES	\$107.85	689237	PARKS HS INT
4028	RELIABLE EQUIPMENT L	PARKS & REC	MACHINERY & EQUIPMENT	\$2,020.00	689298	72 INCHES ROTARY CUTTER
4624	THE DISCOVERY GROUP	PARK TOURNAMENTS	UMPIRES	\$140.00	689309	PRE EMPLOYMENT SCREENING
3323	BANCORPSOUTH	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	\$171.00	689224	COPIER TONER
3323	BANCORPSOUTH	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	\$90.00	689224	TONER JULIE AJ
5924	STORAGE SYSTEMS	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	\$106.76	689304	AJ PERSONELL FOLDERS
1193	MARTIN MACHINE & SUP	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	\$97.50	689282	FAC. MANG.-CITY HALL-OUT SIDE WATER
1831	SOUTHAVEN SUPPLY	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	\$135.98	689300	WATER HOSES FOR ROOF ST CITY H
2024	TURKS INC	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	\$93.58	689315	FAC. MANG.-CITY HALL-COIL CLEA
3098	CIT FINANCE, LLC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$91.26	689232	COPIER LEASE # 900-0204038-000 SHORT PAID-ALISHA
3098	CIT FINANCE, LLC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$345.59	689233	COPIER LEASE # 900-0204038-000 & 39-000
3530	TYLER TECHNOLOGIES I	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$7,088.83	689316	DISASTER RECOVERY CONTRACT9-2-15 TO 9-1-16
4536	DE LAGE LANDEN	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$318.34	689244	COPIER LEASE #25051481
4536	DE LAGE LANDEN	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$235.61	689243	COPIER LEASE # 25075565
5840	F. O. GIVENS	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	\$8,572.00	689251	JULY 2015 ACCOUNTING SERVICES
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$450.00	689276	6296 TULANE CUT DATE 07-29-2015
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$225.00	689276	4289 BRIGHTON CUT DATE 07-28-2015
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$150.00	689276	6785 PINEHURST CUT DATE 07-28-2015
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$175.00	689276	7164 BRANDEE CUT DATE 07-28-2015
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$150.00	689276	6700 GATEWOOD CIRCLE CUT DATE 08-03-2015
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$150.00	689276	4261 LOUDEN CUT DATE 08-03-2015
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$150.00	689276	6385 GREENBROOK COVE SOUTH CUT DATE 08-03-2015
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$275.00	689276	3545 LAKEHURST CUT DATE 08-10-2015
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$300.00	689276	3490 FAIRMEADOW COVE WEST CUT DATE 08-10-2015
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$150.00	689276	5935 VINSON COVE CUT DATE 08-10-2015
5570	KYLE SHELTON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$3,000.00	689276	3455 LAKEHURST COVE WEEK OF 07-29-2015
5580	JEREMY S WELDON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$250.00	689274	6100 FOREST GATE 08-12-2015
5580	JEREMY S WELDON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$150.00	689274	6921 TULANE EAST 08-12-2015
5580	JEREMY S WELDON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$500.00	689274	INGLESIDE LOT PARCEL 2081021800010300 08-12-2015
5580	JEREMY S WELDON	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	\$500.00	689274	5586 JORDAN 08-12-2015
5517	HASLER	ADMINISTRATIVE EXPENSE	POSTAGE	\$955.47	689267	CLOSING DATE 8-2 POSTAGE
1923	CRITICAL ALERT	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	\$124.95	689241	AUG 2015 PAGERS
5241	VERIZON WIRELESS	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	\$2,793.23	689391	PHONE BILL 6-24 TO 7-23
5472	SOUTHERN TELECOM	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	\$2,259.73	689301	JULY 2015 PHONE
1356	ATMOS ENERGY	ADMINISTRATIVE EXPENSE	UTILITIES	\$19.39	689220	3101 GOODMAN RD.W #1447305

1970	COMCAST	ADMINISTRATIVE EXPENSE	UTILITIES	\$86.14	689239	INTERNET-6357 HURT RD. #09586 638621-01-3
5801	LIPSCOMB & PITTS INS	ADMINISTRATIVE EXPENSE	INSURANCE PREMIUMS	\$4,166.00	689280	AUGUST 2015 SERVICES
5495	ARROW DISPOSAL SERV	ADMINISTRATIVE EXPENSE	SANITATION CONTRACT EXPENSE	\$93,700.54	689219	RESIDENTIAL SERVICE JULY 2015
3426	LADD'S	ECONOMIC DEVELOPMENT	PROMOTIONS	\$495.00	689277	GOLF CART RENTAL MAGNOLIA FEST
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$12.84	689337	00-0029600 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$45.68	689369	02-0472600 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.84	689388	02-0519500- UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$58.20	689373	03-0055900 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.84	689386	040276400 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$27.40	689347	07-0136500 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$23.92	689341	08-0082200 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$45.68	689368	09-0074100 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$57.84	689372	10-0969300 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$39.72	689351	10-0985300 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$95.68	689389	110004400 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$42.84	689363	11-0032400 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.84	689387	11-0064400 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$12.84	689335	11-0129100 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$12.84	689336	140418300 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$35.19	689350	15-0205400 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$42.84	689364	160032200 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$29.64	689348	16-0049200 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$52.84	689371	16-0051300 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$67.84	689383	170093000 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$20.68	689340	19-0046000 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$42.84	689365	19-0059000 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$30.00	689349	20-5062500
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$15.00	689338	UTILITY REFUND 21-5168200
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$82.84	689385	21-7310300 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$70.52	689384	22-0880300 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689328	23-0047800 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689352	23-0054500 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689353	24-0300000 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$49.40	689370	26-0238400 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$45.68	689367	26-0249500 UTILITY REFUND

9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$24.36	689342	28-0073000 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$43.00	689366	32-0570100 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$15.65	689339	33-0080600 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689329	33-0080700 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689330	33-0084800 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$25.00	689343	33-0095600 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689331	33-0112500 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689325	33-0120600 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$25.00	689344	33-0130400 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$8.50	689333	33-0166600 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689357	33-0167600 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689323	33-0175000 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689359	33-0176500 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689360	UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689324	51-2007100 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689358	51-2014700 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$25.00	689345	51-2024300 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$25.00	689346	54-0250100 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689354	54-0500100 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689355	54-5009300 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689326	56-0007200 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689361	56-0430200 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$2.50	689317	57-0245100 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689318	57-1260500 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689319	57-5001100 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689356	57-6060600 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689327	57-6504200 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$9.00	689334	57-6950100 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.50	689332	57-8112100 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689320	57-9720000 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689321	57-9855400 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$7.00	689322	60-0130200 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	689374	98-0006900 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	689375	98-0022800 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	689376	98-0029800 UTILITY REFUND

9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	689377	98-0036300 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	689378	98-0045500 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	689379	98-0048800 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	689380	98-0062800 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	689381	98-0096300 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$65.00	689382	99-0010500 UTILITY REFUND
9999	UTILITY REFUND	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	\$40.00	689362	24-0032000 UT REF REISSUE FROM 7-20-15 CK #689056
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	\$1,000.00	689247	LOT 64 KINGSVIEW LAKES/5584 KINGSMAN DR
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	\$1,000.00	689247	LOT 97 KINGSVIEW LAKES/5597 KINGSMAN DR
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	\$500.00	689247	4469 BOXWOOD COVE
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	MATERIALS	\$412.20	689284	RESETTERS-MATERIAL FOR UR DEPT.
1366	MMC MATERIAL	UTILITY SYSTEM	MATERIALS	\$371.50	689287	RD. & DR.WAY REPAIR F-7112 TUT
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	MATERIALS	\$12.99	689293	RACHET - MATERIAL FOR UT. DEPT
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$13.16	689300	DRIL BITS FOR SHOP-MATERIAL FO
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$130.27	689300	ASSORTED DRILL BITS-SHOP-MATER
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	\$10.11	689300	ADAPTORS FOR WATER-MATERIAL U
2892	MCDONALD DASH	UTILITY SYSTEM	MATERIALS	\$345.89	689283	(48) 3LF-KA-3201 1"1/2 SHACKLE PAD
4757	CONTRACTORS SUPPLY P	UTILITY SYSTEM	MATERIALS	\$147.98	689240	GATOR AID DRINK 2 1/2 GAL MIX-
5558	NORTHERN SAFETY CO.	UTILITY SYSTEM	MATERIALS	\$354.52	689292	DRINK MIX-MATERIAL FOR STREET
1180	MAGNOLIA TIRE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$480.00	689281	TIRES #902-UT DEPT. VEH MAINT.
3323	BANCORPSOUTH	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$365.00	689225	DR. SIDE DOOR-PONTIAC-VEH. MAI
3502	AUTO ZONE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$22.60	689223	REAR VIEW MIRROR GLUE-VEH. MAI
3502	AUTO ZONE	UTILITY SYSTEM	VEHICLE MAINTENANCE	\$131.76	689223	VEH. MAINT.-RAV4-UT DEPT.
78	AMERICAN TIRE REPAIR	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$44.84	689218	FLAT REPAIR # 745 BACKHOE-EQ.
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$2,404.25	689284	EQ. MAINT.-CITY HALL WATER TOWER
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$267.00	689284	REPAIR 2" WATER LINE @ SHOP-BL
1541	PATE HYDRAULICS	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$250.38	689296	HOSE ASSY.-EQ. MAINT. BACKHOE-UT DEPT.
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$33.96	689300	EQ. MAINT. HURT RD. WATER WELL
2010	TRUCKPRO INC	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$339.75	689314	HYDR. PUMP FOR #750 BACKHOE-EQ
2024	TURKS INC	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$925.00	689315	EQ. MAINT 6357 HURT RD. COND.
2024	TURKS INC	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$16.50	689315	EQ. MAINT HURT RD. WATR WELL-
2024	TURKS INC	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$32.28	689315	VALVE CORE REMOVAL TOOL-EQ. MA
2024	TURKS INC	UTILITY SYSTEM	BUILDING & EQUIP MAINT	\$40.50	689315	COIL CLEANER-EQ. MAINT. UT DEP
5712	PARAMOUNT UNIFORM	UTILITY SYSTEM	UNIFORMS	\$80.70	689295	UNIFORMS -ST. AND UT. DEPTS.
5712	PARAMOUNT UNIFORM	UTILITY SYSTEM	UNIFORMS	\$80.18	689294	UNIFORMS FOR STREET AND UTILITY DEPTS.
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	FUEL & OIL	\$174.50	689293	HYDROLIC OIL (55) GAL DRUM-STR
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	\$399.89	689262	FUEL P.W.-7/27-8/2-2015 BG2024874

1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	\$497.11	689261	FUEL P.W.-8/3-8/9-2015-BG2024874
3709	BEST-WADE PETROLEUM	UTILITY SYSTEM	FUEL & OIL	\$371.58	689226	OFF ROAD DIESEL-FOR STREET AND
1348	MS STATE DEPT OF HEA	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$14,952.00	689289	ANNUAL WATER QUALITY ANALYSIS-8/3-2015
1348	MS STATE DEPT OF HEA	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$803.60	689288	ANNUAL WATER QUALITY ANALYSIS FEE 8/3 2015
1869	STEGALL NOTARY SERVI	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$52.00	689303	NOTARY CHANGE-MICHELL RUTHERFORD-UT DEPT.
1869	STEGALL NOTARY SERVI	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$224.00	689303	NOTARY APPLICATIONS K. BOSHOP/ R NASH
2095	WALLS WATER ASSOCIAT	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$4,093.81	689393	SEWER ADMIN FEE COLLECTED JULY
4181	TRI- FIRMA EXCAVATO	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$250.00	689312	MOVE #1132 DOOSAN-DUNBARTON-ME
4624	THE DISCOVERY GROUP	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$20.00	689309	PRE EMPLOYMENT SCREENING
5870	SUPERIOR HEALTH	UTILITY SYSTEM	PROFESSIONAL SERVICES	\$25.00	689306	PRE EMPLOYMENT SCREENINGS
5241	VERIZON WIRELESS	UTILITY SYSTEM	TELEPHONE & POSTAGE	\$491.42	689391	PHONE BILL 6-24 TO 7-23
5472	SOUTHERN TELECOM	UTILITY SYSTEM	TELEPHONE & POSTAGE	\$228.14	689301	JULY 2015 PHONE
379	COAHOMA ELECTRIC POW	UTILITY SYSTEM	UTILITIES	\$105.11	689235	6348 POPLAR CORNER RD.-#38399
379	COAHOMA ELECTRIC POW	UTILITY SYSTEM	UTILITIES	\$24.83	689234	LAKE FOREST DR. W. #50302
651	ENTERGY	UTILITY SYSTEM	UTILITIES	\$23.01	689250	LAKE FOREST SUBD
944	HORN LAKE WATER ASSO	UTILITY SYSTEM	UTILITIES	\$498.70	689273	E, CENTER ST.#03-0040000
944	HORN LAKE WATER ASSO	UTILITY SYSTEM	UTILITIES	\$10.73	689272	IRRIG. WINDCHASE DR.
5658	H & E EQUIPMENT SEVI	UTILITY SYSTEM	RENTAL EQUIPMENT	\$1,380.00	689265	EQ. RENTAL #3237 YANMAR EXC.-U
6	A-1 SEPTIC TANK	UTILITY SYSTEM	SEWER MAINTENANCE EXP	\$680.00	689217	SEWER MAINT.-BONNE-TERRE & DES
TOTAL				\$436,513.40		

Order #08-13-15

Approval of Claims Docket

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Claims Docket as presented provided funds are budgeted and available.

Said motion was made by Alderman Lay and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order #08-14-15

Approval of Personnel Agenda

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Personnel Agenda as follows:

Promotion of Officer Kye Meadows to the rank of P2 at the rate of \$17.75 per hour effective August 29, 2015.

Said motion was made by Alderman Roberts and seconded by Alderman Jones.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order #08-15-15

Approval of Personnel Agenda

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Personnel Agenda as follows:

Promotion of Officer Jason Cooper to the rank of P3 at the rate of \$18.50 per hour effective June 7, 2015, due to administrative error in the Police Department.

Said motion was made by Alderman Roberts and seconded by Alderman Jones.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk

* ** At this time the Mayor opened the Public Hearing on Planning case 1516: Zoning Ordinance Text Amendment. Keith Briley – Planning Director presented the Staff Report and stated this is a proposed zoning ordinance text amendment to allow Tattoo Parlors within the M-1 zoning district as a conditional use. Staff recommendation is approval subject to recommendations of the Planning Commission. Planning Commission recommends approval after any and all language related to waivers of any kind be removed. Also the language be added that requires a Tattoo Parlor to receive a conditional use for a maximum of two (2) years with renewal upon request. Keith stated there were two tattoo parlors on Dancy Blvd. in M-1 zoning. Alderman Smith stated that on Dancy Blvd the two tattoo parlor were grandfathered in that zoning. Alderman Smith stated he thought this was to go in on Nail Rd. Mr. Briley stated this started the discussion on the zoning areas on Nail Rd. and Dancy Blvd. Mr. Briley explained the zoning maps submitted showing that the Hwy 51 and Nail Rd area has an M-1 zoning. Mayor Latimer asked for more questions. Alderman Smith asked if this was changing M-2 zoning. Mr. Briley stated is was not changing any boundaries or zoning districts but just allowing a conditional use in the M-1 district. Alderman Smith stated that they still have to come before the board for any conditional use permits. Mr. Briley stated they do have to come before the board and planning commission for any approvals. Alderman Lay restated that all waivers were removed. Mr. Briley acknowledged that was correct. Mayor Latimer restated that they would have to return in two (2) years to the board for approval. Alderman Jones asked if the tattoo parlor will be allowed near places where alcohol will be served. Mr. Briley referenced a footnote listed which states it cannot be located any closer than 2,500 feet of any regulated use. i.e. bar or liquor store. Alderman Jones asked if John Woods Catering sells alcohol. Alderman White stated the John Woods catering has a permit for outside catering events not open to the public. Chief Whaley also stated his concern to re-zone two (2) properties on Hwy 51 that Alderman Smith commented about concerning the billboard. Chief Whaley expressed concern for setting a precedent on re-zoning around Hwy 51 other than C-4. Mayor Latimer asked for any more questions. Francis J. Miller stated tattoos scare him to death. Mr. Miller stated that every gang member has to have a tattoo but does not mean all people with tattoo's are in a gang. Mr. Francis stated he has always been for new businesses but a tattoo business scares him and the having the two (2) year issuing limit is good to correct any mistake. Sharon McGee with the planning commission stated they have attempted to remove all statements of waiver language. Ms. McGee shared that a previous tattoo application was denied due to locating two doors from a daycare. Ms. McGee feels the Dancy Blvd is an appropriate location for tattoo parlors. The Mayor asked for more question, but there were none, and the hearing was closed.

Ordinance #15-08-228

ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF HORN LAKE, MISSISSIPPI, AMENDING COMPREHENSIVE ZONING ORDINANCE #06-06-163 SO AS TO ALLOW A TATTOO PARLOR AS A CONDITIONAL USE IN THE M-1 LIGHT INDUSTRIAL ZONING DISTRICT

WHEREAS, the Mayor and Board of Aldermen of the City of Horn Lake, Mississippi, are empowered, pursuant to Chapter 1 of Title 17 of the Mississippi Code of 1972, as amended, to establish, enforce, amend, supplement, or change zoning regulations; and

WHEREAS, the Mayor and Board of Aldermen have found and determined that it is necessary for the promotion and protection of the health, safety, and general welfare of the citizens of the City to amend the Comprehensive Zoning Ordinance #06-06-163 adopted on June 6, 2006, as amended; and

WHEREAS, the Mayor and Board of Aldermen scheduled a public hearing on the proposed amendment for the 18th day of August, 2015, at 6:00 o'clock p.m.; and

WHEREAS, notice of the August 18, 2015 public hearing was published in the DeSoto Times-Tribune, a newspaper published, or of general circulation, in the City of Horn Lake, DeSoto County, Mississippi, in the manner and for the time required by law, and as shown by proof of publication on file; and

WHEREAS, at the time, date and place specified in the notice, the Mayor and Board of Aldermen did conduct a public hearing and received the Planning Commission's recommendation for approval, the Staff Report, and comments and/or evidence on the proposed amendment from those in attendance; and

WHEREAS, the Mayor and Board of Aldermen are familiar with the properties and existing land uses/regulations within the City, and in acting on this Ordinance, have duly considered the matters and facts within their personal knowledge; and

WHEREAS, the Mayor and Board of Aldermen have found and determined that the following regulations as set forth in this Ordinance are in the best interest of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Horn Lake, Mississippi, as follows:

SECTION 1. That all the findings of fact made and set forth in the preamble to this Ordinance shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. The Use Chart contained in ARTICLE XII of Comprehensive Zoning Ordinance #06-06-163 is hereby amended such that a "Tattoo Parlor" is allowed as a conditional use in the M-1 Light Industrial

District, subject to the following (and any additional conditions set forth by the Mayor and Board of Aldermen as a particular case may warrant):

1. Tattoo Parlors shall not be located within five hundred (500) feet of any school, church, residence, residentially zoned property, or park property (measured from property line to property line).
2. Tattoo Parlors shall not be located within a twenty-five hundred (2,500) foot radius of any other regulated use.
3. Any approval of a conditional use permit for a Tattoo Parlor shall be for a period not to exceed two (2) years, with renewal upon request provided that:
 - a. The proposed use will not be contrary to the public interest or injurious to nearby properties and that the spirit and intent of the Zoning Ordinance will be observed;
 - b. That the proposed use will not cause to enlarge or encourage the enlargement of a blighted or downgraded area;
 - c. That the establishment of an additional use of this type in the area will not be contrary to any program of neighborhood conservation or improvement, either residential or nonresidential; and
 - d. That all other applicable regulations of the Zoning Ordinance will be observed.
4. The Building Official or his representative is hereby authorized to enter, examine, and survey, during business hours, any premises in the City which is a regulated use for the purposes of enforcing the provisions of this ordinance.

SECTION 3. The following is hereby added to the Definitions contained in ARTICLE II of Comprehensive Zoning Ordinance #06-06-163:

Tattoo Parlor – An establishment whose principle business activity, either in terms of operation or as held out to the public, is the practice of placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.

SECTION 4. This Ordinance shall become effective and be in full force from and after being certified by the City Clerk, signed by the Mayor or Board Majority, recorded in the ordinance book, published and after waiting one month after the date of passage.

After first having been reduced to writing, then read and considered section by section and as a whole by the Mayor and Board of Aldermen, a motion was properly made by Alderman Lay and duly seconded by Alderman Pettigrew for the adoption of this ordinance. A roll call was taken with the following results:

Alderman White:	Yea
Alderman Pettigrew:	Yea
Alderman Lay:	Yea
Alderman Smith:	Nay
Alderman Jones:	Yea
Alderman Bledsoe:	Yea
Alderman Roberts:	Yea

The foregoing ordinance was adopted this the 18st of August, 2015.

Mayor _____

Attest:

City Clerk
Seal

** At this time the Mayor opened the Public Hearing on Planning case 1517: Conditional Use for Motor Vehicle Service and Repair at 6228 Hurt Road in the M-1 Zoning district. Keith Briley – Planning Director presented the Staff Report and stated this is a Conditional use application for Motor Vehicle Service and Repair in the M-1 Zoning district for a period of twenty (20) years renewal upon request. Mr. Briley stated the application meets all criteria for a conditional use. Planning Commission recommended approval of the application for a twenty (20) year time period subject to staff comments. Mayor Latimer asked for any

questions. Alderman Jones asked if they had pulled permits. Mr. Briley stated they will have to pull all needed permits. Francis J. Miller stated he was for all new businesses in Horn Lake. The applicant was present. No one else appeared, and no one spoke or offered evidence against the application. The hearing was declared closed.

Order #08-16-15

Order to Approve Conditional Use for Motor Service Repair in M-1 Zoning District

Be It Ordered:

By the Mayor and Board of Aldermen to approve a Conditional Use Permit for Motor Vehicle Service and Repair in the M-1 Zoning District for North MS Rock Haulers, LLC located at 6228 Hurt Road for a period of twenty (20) years, renewable upon request, subject to any recommendations and conditions as set forth by the Planning Commission and/or staff.

Said motion was made by Alderman Smith and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

*At this time the Mayor opened the Public Hearing on the properties alleged to be in need of cleaning. No one appeared to speak or offer evidence to dispute the need for cleaning as provided by City Code Enforcement. The hearing was declared closed.

Resolution #08-02-15

RESOLUTION FOR CLEANING PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Horn Lake have received complaints regarding the following properties:

3510 Shadow Oaks	3285 Greenway	6245 Cornwall
3880 Ivanhoe	5943 Briarwood	3135 Briarwood
6380 Greenbriar	3320 Mayfair	3600 Corsicca
3370 Laurel		

To the effect that said properties have been neglected to the point that weeds and grass are overgrown and there may exist other significant code and hazardous issues on the properties and that the properties in their present condition are a menace to the public health, safety and welfare of the community; and

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code of 1972 Annotated, as Amended, the municipal authorities have attempted notifying the property owner of the condition of the property, giving at least two (2) weeks' notice before the date of the public hearing, by mailing the notice to the address of the subject property and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting the ad valorem tax; and on the property or parcel of land alleged to be in need of cleaning, giving notice of a hearing, by the Mayor and Board of Aldermen at their regular meeting on Tuesday, August 18, 2015 beginning at 6:00 p.m.; and

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code of 1972 Annotated, as Amended by HB 1281 of the 2010 regular session, a copy of the notice form, that was mailed and posted on the property or parcel is set out below to be included in the minutes of the governing authority in conjunction with this hearing; and

Date

To:

The enclosed Notice of Hearing is given to you, as owner of the property located at, **property address** pursuant to Section 21-19-11 of the Mississippi Code. The public hearing will be held for the governing authority to determine if the above described property is in need of cleaning. **The public hearing on this property will be held on August 18, 2015 beginning at 6:00 p.m., at City Hall, 3101 Goodman Road, Horn Lake, Mississippi 38637.**

If pursuant to the public hearing the above described property is found to be in need of cleaning and it is authorized by the governing authority, the city will mow the grass and/or clean this property and make any other necessary repairs to bring this property into compliance with codes and ordinances adopted by the city.

If the property is cleaned by the city, the actual cost of cleaning the property, a penalty as set by the governing authority (up to the maximum of \$1,500.00), and any administrative and legal costs incurred by the city will be recorded as a tax lien against the property with the Desoto County Tax Collector's Office.

You are further advised should the Board of Aldermen, pursuant to this hearing, determine that this property is in need of cleaning and adjudicate such on its minutes, that will authorize the city to reenter this property or parcel of land for a period of one (1) year after the hearing, without any further hearing, if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

I declare that the notice with this acknowledgement was mailed and/or posted on the property on August 3, 2015.

Henry Gibson
Code Enforcement Officer
662-393-6174

WHEREAS, the Mayor and Board of Aldermen on said date conducted a hearing to determine whether or not said parcels of land in their present condition were a menace to the public health, safety and welfare of the community. The property owner did not appear at said hearing, nor was any defense presented on their behalf.

THEREFORE, BE IT RESOLVED AND ADJUDICATED by the Mayor and Board of Aldermen of the City of Horn Lake that the said parcels of land located at said properties in the City of Horn Lake in their present condition are a menace to the public health, safety and welfare of the community and if said land owners do not do so themselves the City of Horn Lake with the use of municipal employees or contract services will immediately proceed to clean the land, cutting weeds, removing rubbish, other debris and make any other necessary repairs. All actual costs, plus penalties, administrative and legal costs will become an assessment and be filed as a tax lien against the property.

Following the reading of the Resolution it was introduced by Alderman Jones. And seconded by Alderman Roberts for adoption and the Mayor put said Resolution to a Roll Call Vote with the following results, to wit:

ALDERMAN LAY	Aye
ALDERMAN BLEDSOE	Aye
ALDERMAN SMITH	Aye
ALDERMAN ROBERTS	Aye
ALDERMAN PETTIGREW	Aye
ALDERMAN JONES	Aye
ALDERMAN WHITE	Aye

The resolution having received the proper vote of all Aldermen present was declared to be carried and adopted on the 18th Day of August, **2015**.

ALLEN LATIMER, MAYOR

ATTEST:

City Clerk
Seal

Order #08-17-15

Order to contract for Professional Services with DeSoto County Schools

Be it Ordered:

By the Mayor and Board of Aldermen to approve the contract for Professional Services with DeSoto County Schools for the provision of a SRO from August 3, 2015 – July 31,2016

Said Motion was made by Alderman Smith and seconded by Alderman Roberts.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order #08-18-15

Order to replace copier lease with RJ Young from Dex Imaging

Be it Ordered:

By the Mayor and Board of Aldermen to approve the replacement copier lease with RJ Young from Dex Imaging for the Parks, Fire, Planning, and Finance Departments, as follows, being at or below State contract prices:

Said Motion was made by Alderman Roberts and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS

(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Horn Lake (hereinafter referred to as Customer), and RJ Young Company (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

For the Customer:

Name RJ Young Company

Name

Title

Title

Address P.O. Box 40623

Address

City, State, & Zip Code Nashville, TN 37204

City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds be the Mayor and Board of Aldermen of the City in its annual budget. If funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, through non-appropriation or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 19th day of August, 2015.

Vendor: RJ Young Company

By: _____
Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____, 20_____.

Customer: City of Horn Lake

By: _____
Authorized Signature

Printed Name: _____

Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Horn Lake - Finance Dept.

Bill to Address: 3101 Goodman Rd.
Horn Lake, MS 38637

Ship to Address: 3101 Goodman Rd.
Horn Lake, MS 38637

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Ricoh C6003 : Fax, Finisher SR3160, Smart Panel, PB3230	\$299.75

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60 months

Start Date:

End Date:

Modifications: Supplies & Maintenance : .0085 B&W .05 Color per page

Vendor Signature

Customer Signature

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Horn Lake - Latimer Park

Bill to Address: 3101 Goodman Rd.
Horn Lake, MS 38637

Ship to Address: 7640 Hwy 301
Horn Lake, MS 38637

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Ricoh C3503 : Fax ,Internal Staple Finisher & Cabinet	\$212.38
Ricoh 5210SF : Cabinet	
Ricoh 5210SF : Cabinet	

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60 months

Start Date:

End Date:

Modifications: Supplies & Maintenance : Ricoh C3503 .0085 B&W .05 Color per page

Ricoh 5210SF .0095 B&W

Vendor Signature

Customer Signature

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Horn Lake - Latimer Park

Bill to Address: 3101 Goodman Rd.
Horn Lake, MS 38637

Ship to Address: 7640 Hwy 301
Horn Lake, MS 38637

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Ricoh C4503 : Fax ,Staple Finisher & Cabinet	\$159.89

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60 months

Start Date:

End Date:

Modifications: Supplies & Maintenance : B&W .0085 per page Color .05 per page

Vendor Signature

Customer Signature

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Horn Lake - Planning Dept.

Bill to Address: 3101 Goodman Rd.
Horn Lake, MS 38637

Ship to Address: 3101 Goodman Rd.
Horn Lake, MS 38637

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Ricoh C3503 : Fax , Internal Staple Finisher & Cabinet	\$115.38

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60 months

Start Date:

End Date:

Modifications: Supplies & Maintenance : B&W .0085 per page Color .05 per page

Vendor Signature

Customer Signature

Order #08-19-15

Order to approve Vintage Church's use of Park property

Be It Ordered:

By the Mayor and Board of Aldermen to approve Vintage Church's use of Greg Maxey Park to host a block party Sept. 6, 2015, from 4:00-7:00 p.m.

Said motion was made by Alderman Lay and seconded by Alderman Roberts.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order #08-20-15

Parks Department Budget Changes

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Parks Department budget amendment, as presented.

Said motion was made by Alderman Jones and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

-ACCT#	LINE ITEM	ANNUAL BUDGET	INCREASE	DECREASE	NEW -ANNUAL BUDGET
611000	Materials	48,000		10,000	38,000
631000	Park Supplies	55,000		20,000	35,000
630800	Building Improvement	12,000	30,000		41,500
	TOTALS	115,000	30,000	30,000	114,500

Order #08-21-15

Order to contract with Southern Athletic Fields

Be It Ordered:

By the Mayor and Board of Aldermen to accept the lowest and best bid from and award the contract to Southern Athletic Fields, Inc. for needed repairs on Latimer Lakes ball fields in the amount of \$28,980.00

Said motion was made by Alderman Jones and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order #08-22-15

Order to approve Memorandum of Agreement with CF Industries Nitrogen, LLC for Meadowbrook Drive Bridge State Aid Project

Be It Ordered:

By the Mayor and Board of Aldermen to approve the MOA with CF Industries Nitrogen, LLC for the Meadowbrook Drive Bridge State Aid Project.

Said motion was made by Alderman Smith and seconded by Alderman Roberts.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HORN LAKE,
MISSISSIPPI, AND CF INDUSTRIES NITROGEN, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

COME NOW, the City of Horn Lake, Mississippi, by and through its governing authority, the Mayor and Board of Aldermen (hereinafter referred to as the “City”), and CF Industries Nitrogen, LLC, a Delaware Limited Liability Company (hereinafter referred to as “CF Industries”) and enter

into this Agreement relating to CF Industries quitclaiming any and all interest in a certain parcel of real property located in DeSoto Village Section A, as recorded in Plat Book 7, Pages 9-14 and DeSoto Village Section B North, as recorded in Plat Book 8, Pages 12-15, in the Office of the Chancery Clerk of DeSoto County, Mississippi that is immediately adjacent to Meadowbrook Drive in Horn Lake, DeSoto County, Mississippi and would show the following:

WHEREAS, the City is in the process of designing, developing and constructing improvements to Meadowbrook Drive. Specifically, the expansion and widening of Meadowbrook Drive Bridge that spans a portion of Cowpen Creek in Horn Lake, DeSoto County, Mississippi, and the City has been approved for the State Aid Bridge Project No. LSBP, 17(7) to expand, widen and maintain the aforementioned Bridge (hereinafter referred to as “the Project”); and

WHEREAS, the Project is located in DeSoto Village Section A, as recorded in Plat Book 7, Pages 9-14, on February 24, 1970 and DeSoto Village Section B North, as recorded in Plat Book 8, Pages 12-15, on June 11, 1971 (hereinafter referred to as “the Subdivisions”). Said Subdivisions were developed by First DeSoto Corporation, a Mississippi corporation who merged into First Mississippi Corporation; and

WHEREAS, on December 24, 1996, pursuant to an Article of Amendment duly recorded in the records of the Mississippi Secretary of State’s Office said First Mississippi Corporation changed its name to Triad Nitrogen, Inc., a Mississippi corporation. Subsequently, on June 26, 1997, Triad Sub, Inc., a Delaware corporation, was formed and on June 26, 1997, Triad Nitrogen, Inc. merged into Triad Sub, Inc., under the name of Triad Nitrogen, Inc., a Delaware corporation. On July 1, 1999, Triad Nitrogen, Inc. changed its name to Mississippi Nitrogen, Inc., a Delaware corporation. On February 28, 2005, Mississippi Nitrogen, Inc., changed its name to Terra Mississippi Nitrogen, Inc., a Delaware corporation. Subsequently on January 1, 2013, Terra Mississippi Nitrogen, Inc., converted from a corporation to a LLC and changed its name to CF Industries Nitrogen, LLC, a Delaware LLC. As a result CF Industries is the successor in interest of both First DeSoto Corporation and First Mississippi Corporation, the developers of the aforementioned Subdivisions; and

WHEREAS, as a consequence of the aforementioned Project, the City is in the process of acquiring rights-of-way for maintenance and expansion of Meadowbrook Drive Bridge; and

WHEREAS, a title search revealed that title to the creek channel (now known as Cowpen Creek) in the immediate are where Meadowbrook Drive traverses Cowpen Creek appears to have remained in First Mississippi Corporation; and

WHEREAS, the City is required pursuant to state aid rules to acquire good and valid rightof-way from the landowner of record and has requested that CF Industries donate right-of-way to the City for the Project; and

WHEREAS, CF Industries does not claim ownership of the parcel and has not maintained the parcel since the recording of the plats in 1970-71; and

WHEREAS, the City and CF Industries agree that it would be in the mutual best interest of

the parties for the City to acquire the parcel and maintain the parcel as part of the State Aid Bridge Project No. LSB-17(7); and

WHEREAS, the City and CF Industries agree that it would be beneficial for any title issues that may reflect CF Industries as owner should be resolved to avoid any future issues and also to prevent CF Industries from being wrongfully assessed taxes for land which it does not claim to own; and

WHEREAS, CF Industries believes that the Project will be beneficial to the City and its citizens and does not wish for any aforementioned title issue to delay the Project and as a consequence, notwithstanding the fact that its denies that it has any ownership interest in the property in issue or the aforementioned Subdivisions, CF Industries has agreed to quitclaim to the City any right, title and interest it may be alleged to have to the aforementioned right-of-way and the surrounding immediate parcel in the immediate vicinity of the Meadowbrook Drive Bridge.

NOW, THEREFORE in and for consideration set forth above, the parties do hereby agree as follows:

1. That the City of Horn Lake, Mississippi, shall prepare a Quitclaim Deed at its expense, a copy of which is attached hereto as Exhibit "A" to this Agreement, wherein CF Industries Nitrogen, LLC, a Delaware Limited Liability Company, as apparent successor in interest to the developer of the aforementioned Subdivisions will quitclaim unto the City of Horn Lake, Mississippi, any of its alleged right, title and interest to the subject parcel for proposed right-of-way and will further relinquish any interest it may have in any parcel in the immediate vicinity of the Meadowbrook Drive Bridge. By signing this agreement the City recognizes that CF Industries Nitrogen, LLC, has no other interest in the aforementioned Subdivisions.
2. That at the conclusion of the aforementioned road Bridge Project, the City of Horn Lake, Mississippi, will continue to maintain the proposed right-of-way as part of its duty to maintain the roads of Horn Lake, Mississippi.
3. That the City shall pay all costs, if any, of this transaction.

WITNESS, the signatures of the parties hereto after first being approved by the respective parties.

CITY OF HORN LAKE, MISSISSIPPI CF INDUSTRIES NITROGEN, LLC
a Delaware Limited Liability Company

By: _____ By: _____
Allen B. Latimer, Mayor

Date: _____ Date: _____

ATTEST:

City Clerk/Deputy City Clerk

Order #08-23-15

Order to Permit the Library to Hold FBI workshops in City Hall

Be It Ordered:

By the Mayor and Board of Aldermen to permit the Horn Lake Library to hold FBI workshops in City Hall on September 14 and 21, 2015, from 6:00 p.m. to 8:00 p.m.

Said motion was made by Alderman Smith and seconded by Alderman Jones.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order# 08-24-15

Determination to go Into Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to go into determination for Executive Session.

Said Motion was made by Alderman Smith and seconded by Alderman Jones.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order# 08-25-15

Order to come out of Determination for Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to come out of Determination for Executive Session.

Said Motion was made by Alderman Smith and seconded by Alderman Roberts.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order #08-26-15

Order to go into Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to go into Executive Session Regarding:

- 1) Discussion regarding prospective litigation involving an existing business with the City.

Said Motion was made by Alderman Smith and seconded by Alderman Roberts.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order #08-27-15

Order to Come Out of Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to come out of Executive Session.

Said Motion was made by Alderman Roberts and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Jones, Alderman Bledsoe, and Alderman Roberts.

Nays: None.

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

Order #08-28-15

Order to Adjourn

Be it Ordered:

By the Mayor and Board of Aldermen to adjourn this meeting.

Said Motion was made by Alderman Roberts and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman White, Alderman Pettigrew, Alderman Lay, Alderman Smith, Alderman Bledsoe, and Alderman Roberts.

Nays: Alderman Jones

Absent: None.

So ordered this 18th day of August, 2015.

Mayor

Attest:

City Clerk
Seal

The minutes for the August 18, 2015 Mayor and Board of Aldermen meeting were presented to the Mayor for his signature on _____, 2015.

City Clerk
Seal