



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
MUNICIPAL COURT
February 18, 2020
6:00 p.m.
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval of Minutes: February 4, 2020 & Special Meeting, February 11, 2020**
- 5. Authorization to Enter Design Contract for May Blvd. Pedestrian Bridge**
- 6. Resolution for 2020 GO Refunding Sales Parameter**
- 7. Resolution for Tax Exemption for TricorBraun, Inc.**
- 8. SFD Service Contract Renewal with Stryker**
- 9. Medline Inducement Agreement**
- 10. Resolution for SPD Surplus**
- 11. RJ Young Lease Agreements - SPD**
- 12. Planning Agenda: Item #1 Application by CGI Investments, LLC for a Conditional Use Permit for a C-store on the northeast corner of Church Road and Getwell Road
Item #2 Application by CGI Investments, LLC for subdivision approval for Snowden Grove, Area 16, Phase 1 on the northeast corner of Church Road and Getwell Road
Item #3 Application by Reginald Spight to rezone 3.12 acres of property on the south side of College Road, east of Getwell Road from AG to R-20**
- 13. Mayor's Report**
- 14. Citizen's Agenda**
- 15. Personnel Docket**
- 16. City Attorney's Legal Update**
- 17. Utility Bill Adjustment Docket**
- 18. Claims Dockets: Docket 1
Docket 2**
- 19. Executive Session: Personnel; Economic Development**

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

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
MUNICIPAL COURT
February 4, 2020
6:00 p.m.
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval of Minutes: January 21, 2020
5. Authorization for Naming Rights Advertising for Greenbrook Indoor Training Facility
6. Work Order Authorization for Rasco/Tchulahoma Traffic Signal
7. Authorization to Enter Design Contract for May Blvd. Pedestrian Bridge
8. Springfest Parking Lot Improvements - Change Order Request
9. Resolution Authorizing Chief of Police to Assist Other Municipalities
10. Contract with Facilities Performance Group
11. Surplus of SPD K-9
12. Planning Agenda: Item #1 Application by Lifestyle Communities, LLC for subdivision approval of lots 13 and 15 of Silo Square Commercial Subdivision on the west side of Getwell Road, north of May Blvd.
Item #2 Application by Mid-South Outlet Shops, LLC for subdivision approval to revise Plum Point, Area H, lots 1-5 on the west side of Airways Blvd., north of Church Road
Item #3 Application by Medline Industries, LLC for design review approval of a 1.2 million square foot distribution building on the east side of Hwy. 51, north of Starlanding Road
13. Mayor's Report
14. Citizen's Agenda
15. Personnel Docket
16. City Attorney's Legal Update
17. Utility Bill Adjustment Docket
18. Claims Docket
19. Executive Session: Claims regarding City Assessment; Economic Development

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

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MINUTES OF THE REGULAR MEETING OF February 4, 2020 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

BE IT REMEMBERED that the Mayor and Board of Aldermen of the City of Southaven, Mississippi met in Regular Session on the 4th day of February, 2020 at six o'clock (6:00) p.m. at City Municipal Court.

Present were:

William Brooks	Alderman At Large
Charlie Hoots	Alderman, Ward 2
George Payne	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
John David Wheeler	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Absent were:

Kristian Kelly	Alderman, Ward 1
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Also present were Mayor Musselwhite, Andrea Mullen, City Clerk, and Nick Manley, City Attorney. Approximately thirty (30) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer followed by the Pledge of Allegiance led by Alderman Payne. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of January 21, 2020 with any corrections, deletions, or additions necessary. Motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously with all Alderman present.

AUTHORIZATION FOR NAMING RIGHTS ADVERTISING FOR GREENBROOK INDOOR TRAINING FACILITY

Mayor Musselwhite presented this item to the Board.

Mayor Musselwhite stated that by state law, via local and private legislation, the City has the authority to advertise and contract for naming rights on City Park buildings which not only offers great advertising opportunities, but a great way for the City to generate revenue as well. Alderman Brooks made the motion to seek proposals for the naming of the Greenbrook Indoor Training Facility and start negotiations with potential prospects. Motion was seconded by Alderman Payne.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES

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Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

WORK ORDER AUTHORIZATION FOR RASCO/TCHULAHOMA TRAFFIC SIGNAL

Mayor Musselwhite presented this item to the Board.

This work authorization will allow for Civil Link to provide its services for the signal at Tchulahoma/Rasco intersection. Mayor Musselwhite explained that when Rasco Road from Tchulahoma to Swinnea was connected, it made it an arterial road from Getwell Road to Highway 51. There was a large volume increase in traffic that created concerns with the Rasco/Tchulahoma intersection. There is a stop sign at the Rasco Road side and the north and south traffic does not stop on Tchulahoma. Dan Cordell with Civil Link stated that originally they were going to do a 4-way stop, but his recommendation is to start the process to put up a traffic signal there. Mr. Cordell stated that it is important to note that a national vendor went out of business last year that produces the metal used to produce traffic signal mast arms and it has caused a delay in the amount of time it takes to get the signals and that is why they are requesting to move forward now. Dan Cordell added that the majority of the signal will not have to be paid for until the next budget year. Alderman Wheeler made the motion to approve the work authorization. Motion was seconded by Alderman Brooks.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

A copy of the work authorization is attached and fully incorporated into these minutes.

AUTHORIZATION TO ENTER DESIGN CONTRACT FOR MAY BOULEVARD PEDESTRIAN BRIDGE

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Mayor Musselwhite stated that he did not have all of the information needed to make a recommendation and requested to bypass this item and put on the agenda for the next meeting.

SPRINGFEST PARKING LOT IMPROVEMENTS – CHANGE ORDER REQUEST

Dan Cordell, City Consulting Engineer, presented this item to the Board.

The proposed change order for the Springfest Parking Lot Improvements related to the failure and replacement of the existing ring road with-in the area. Civil Link thinks there will be "under runs" related to the work, but to be on the safe side and due to time, Civil Link has included the full increase. Mr. Cordell stated that the change order is an increase of \$38,893.00. After noting that the change order request is within the scope of the project and not being done to circumvent the bid laws, Alderman Flores made the motion to approve the change order. Motion was seconded by Alderman Wheeler.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

A copy of the change order is attached and fully incorporated to these minutes.

RESOLUTION AUTHORIZING CHIEF OF POLICE TO ASSIST OTHER MUNICIPALITIES

Nick Manley, City Attorney, presented this item to the Board.

Pursuant to Miss. Code 21-21-35, this resolution authorizes the City Police Chief to loan officers to assist other municipalities in the state in undercover work or as a special agent to combat crime. The City Chief of Police shall have the power to assist other chiefs of police upon a written or oral request from such municipalities; provided, however, that an oral request must be followed by a written authorization. Before such authorization, the City Chief of Police shall take into consideration the availability of additional officers, the law enforcement needs within the City. This is a different resolution from the one previously passed authorizing extra police in the event of a civil emergency, which requires both the Mayor and Police Chief to authorize. The Board of Alderman considered the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING THE CHIEF OF POLICE

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TO APPROVE RECIPROCAL LAW ENFORCEMENT ASSISTANCE DURING CIVIL EMERGENCIES

WHEREAS, pursuant to Miss. Code Ann. Section 21-21-35, any municipality shall have the power to send law enforcement officers of its municipality on loan to assist other municipalities in the state in undercover work or as a special agent to combat crime; and

WHEREAS, pursuant to Miss. Code Ann. Section 21-21-35, the City of Southaven Chief of Police shall have the power to assist other chiefs of police upon a written or oral request from such municipalities; provided, however, that an oral request must be followed by a written authorization; and

WHEREAS, the Southaven Chief of Police shall take into consideration the availability of additional officers, the law enforcement needs within Southaven, and the nature of the request in such other municipality, and

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

1. That the Southaven Chief of Police is hereby authorized to assist any other Mississippi municipality or Desoto County upon request of that city's chief of police, sheriff, or other authorized officer of such other municipality in accordance as set forth in Miss. Code Ann. Section 21-21-35.
2. The performance of duties of law enforcement officers pursuant to this order and any authorization issued pursuant to this order shall be subject to all of the terms, conditions, rights, responsibilities and authority contained in Miss. Code Ann. Sections 21-21-31 through 21-21-41.
3. The Chief of Police is authorized to take any and all actions to effectuate the intent of this Resolution.

After due discussion, motion was made by Alderman Brooks to approve the Resolution. The motion was seconded by Alderman Gallagher. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Brooks	YES
Alderman Kristian Kelly	ABSENT
Alderman Charlie Hoots	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman John Wheeler	YES
Alderman Raymond Flores	YES

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Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of February, 2020.

CITY OF SOUTHAVEN, MISSISSIPPI

CONTRACT WITH FACILITIES PERFORMANCE GROUP

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that the City recently went to RFP for cleaning services. Based on the responses, the recommended entity is Facilities Performance Group. The proposed two (2) year contract notes that the City will compensate Facilities Performance Group in the amount of \$588.80 for cleaning the City Court twice a week; \$303.24 for cleaning the City Snowden Home once a month; and \$658.85 for weekly cleanings of the City Buildings and Facilities, which shall include all City Police Facilities. Facilities Performance Group's response to the RFP will serve as Exhibit A to the contract. Alderman Payne made the motion to authorize Mayor Musselwhite to sign the contract with Facilities Performance Group. Motion was seconded by Alderman Hoots.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

A copy of the contract and proposal is attached to these minutes.

SURPLUS OF SPD K-9

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that pursuant to Mississippi Code Section 45-3-52, this action will authorize for Thomas Long, Jr. to retain as his personal property his police service dog, Rex. Alderman Brooks made the motion to surplus the SPD K-9 to Officer Thomas Long, Jr. Motion was seconded by Alderman Payne.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES

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Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

The recommendation letter from the SPD and signed release by Thomas Long, Jr. is attached to these minutes.

PLANNING AGENDA

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

Item #1 Application by Lifestyle Communities, LLC for subdivision approval of lots 13 and 15 of Silo Square Commercial Subdivision on the west side of Getwell Road, north of May Blvd.

Mr. Choat-Cook stated the applicant is requesting subdivision approval for lots 13 and 15 of Silo Square Commercial Subdivision Area I, Phase 1 on the west side of Getwell Road, north of May Blvd. The lots both contain 0.797 acres. There is no right of way proposed with these lots because the applicant recorded the ROW separately along with the other major commercial roads in this development. These lots are directly adjacent to the previously approved lot 16. The setbacks and easements have been shown on the plat. The applicant has met the bulk regulations regarding commercial subdivisions. There is no right of way or improvements necessary for May Blvd. as stated. Mr. Choat-Cook stated that staff has no comments and recommends approval. Alderman Flores made the motion to approve the application by Lifestyle Communities, Inc. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

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A copy of the staff report, conceptual plan, survey plat, and certificate sheet is attached and fully incorporated into these minutes.

Item #2 Application by Mid-South Outlet Shops, LLC for subdivision approval to revise Plum Point, Area H, lots 1-5 on the west side of Airways Blvd., north of Church Road

Mr. Choat-Cook stated that the applicant is requesting subdivision approval to revise the existing Plum Point Area H lots 1-5 Subdivision on the west side of Airways Blvd., north of Church Road. Lots 1-3 are shown to remain the same as previously approved and recorded. Lots 4 and 5 are being proposed to shift some square footage out of lot 4 and add it into lot 5. At present time, lot 4 encompasses 0.614 acres and is situated on the south side of the access drive next to Starbucks. Lot 5 encompasses 2.416 acres and wraps around the existing C-store at the corner of Airways Blvd. and Church Road. The revision would reduce lot 4 to 0.357 acres and increase lot 5 to 2.673 acres. The application has met the bulk regulations set forth in the ordinance for such a request. The only thing that concerns staff is the shape of lot 4 now which carries the rear of the lot into a point which would be unbuildable for future development. Mr. Choat-Cook staff would feel much more at ease if the applicant could confirm that some type of agreement exists for shared access and parking between the two lots so that we don't create an unbuildable situation. Mr. Choat-Cook stated that they reached out to the applicant and did receive notice stating that there is a pending agreement between Tanger Outlet, the owner of lot 4 and the proposed owner of lot 5 which would allow for cross access and shared parking, which alleviates staffs concern. Mr. Choat-Cook stated that they ask that this agreement be recorded at the same time as the plat to ensure the concerns are met and recorded. . Alderman Gallagher made a motion to approve the application by the Mid-South Outlet Shops, LLC. Motion was seconded by Alderman Wheeler.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

A copy of the staff report and revised plat is attached and fully incorporated into these minutes.

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Item #3 Application by Medline Industries, LLC for design review approval of a 1.2 million square foot distribution building on the east side of Hwy. 51, north of Starlanding Road

Mrs. Choat-Cook stated that the applicant is requesting design review approval for a 1.2 million sq. ft. warehouse building to be located on the east side of Hwy. 51, north of Star Landing Road. This is a 113 acre site at Starlanding and I-55. Mrs. Choat-Cook stated that they had some adjustments to the access points for fire code and to the building itself. The applicant did comply with those adjustments. This site was surveyed for tree mitigation due to the large number of existing hard wood trees on site and it was determined that there were 278 trees which needed to be mitigated. The applicant has provided the necessary number to appease the ordinance. Mrs. Choat-Cook stated that the applicant submitted a significant landscape design and has complied with all other contingencies including decorative lighting and material variations on the building. With those changes submitted with the application, staff recommend approval. Alderman Gallagher made the motion to approve the design review application by Medline Industries, Inc. Motion was seconded by Alderman Payne.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

A copy of the staff report and landscape plan is attached and fully incorporated into these minutes.

MAYOR'S REPORT

Paving Update

Mayor Musselwhite stated that they have been looking at a paving proposal to bring street paving in house and still believe that they can continue to pave more streets that way. Mayor Musselwhite explained that they are going to continue to look for the operator/supervisor position, but are at a point where they need to make a decision for this year. Mayor Musselwhite stated that they are going to move forward with the street improvement schedule with contracts that are in place to prevent loss of time.

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Meeting Request/Updates

Mayor Musselwhite stated to the Board that he sent a calendar invitation for a committee meeting to talk about the proposal to change the field services at Snowden Grove and Greenbrook Park to artificial turf. Mayor Musselwhite expressed that he has some questions and concerns that need to be discussed with the Board. Mayor Musselwhite stated that they need to start planning soon as it will be done in the off-season as soon as baseball and softball is over. Mayor Musselwhite stated that the meeting is set up as general operations committee since the questions are not related to parks but overall funding and financial impact. The meeting is scheduled for February 10 at 10:30 AM.

Mayor Musselwhite added that there is going to be a special meeting on February 11 from 10 AM to 12 PM to discuss the Citywide Comprehensive Plan. Mr. Watson, planner in Oxford, was hired to work on the citywide comprehensive plan and he will be at the meeting to present it to the board and answer any questions. By state law, the City has to update the comprehensive plan every 20 years and we are currently at 18 years.

Snowden Soccer Update

Mayor Musselwhite stated that they are about to do a major expansion to the soccer program and will need to hire someone who will operate it. This will include a recreational and development program and weekend competitive tournaments. Mayor Musselwhite reported that they have started those discussions and will eventually come back to the Board with a recommendation or bring it to a committee meeting to talk about it further before it is presented to the Board. Mayor Musselwhite stated that he has big hopes for this program and thinks soccer at Snowden Grove Park is going to be known as the focal point of soccer. Mayor Musselwhite added that there is a great demand for soccer facilities in this area and soccer experts will tell you that they struggle to find places to play. The geographical location is perfect and it will also allow for us to use fields that are on the western end of the city on Stateline Road for spillover and practice. Mayor Musselwhite stated that they are researching the operational side of it and will have a recommendation for committee soon.

City Hall Parking Lot Update

Mayor Musselwhite stated that the City Hall renovation project is for the building exterior and the first floor. The parking lot is in horrendous condition and needs to be resurfaced. Mayor Musselwhite stated that they didn't want to spend the money resurfacing it knowing that City Hall renovations were in the near future, but as soon as the City Hall renovation is complete, they need to overlay the parking lot again. Mayor Musselwhite stated that the project could be added to the list utilizing the contract with Lehman Roberts that is already Board approved, however because of timing and the scheduling demands of Lehman Roberts, he would like for the City to have another option to use a different contractor that may specialize in parking lots. Alderman Flores made the motion to advertise for bids for City Hall parking lot resurfacing. Motion was seconded by Alderman Wheeler.

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Alderman Payne asked if the City had already named an alternate contractor. Dan Cordell, City Consulting Engineer, stated that the City had an alternate which was North Mississippi Driveways, but the contractor retired. Mr. Cordell stated that they are in the process of renewing all of those bid, but they will not be done until the end of July.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

Bike Lane Parking Ordinance

Mayor Musselwhite stated that they passed a bike lane ordinance effective March 1 that restricted parking in the bike lanes throughout the City. Mayor Musselwhite stated that the Board made a great decision to be committed to making the City more pedestrian friendly.

Mayor Musselwhite expressed that he did not think that every street was the same and after listening to some of the citizens, he did not think that it was the best option and asked the Board to reconsider with an alternate proposal. Mayor Musselwhite stated that the decision was with good intentions, but did not realize what it would do.

Mayor Musselwhite stated that it is his recommendation to repeal the ordinance that was passed and look at each street individually. A motion was made by Alderman Payne to repeal the ordinance. Motion was seconded by Alderman Brooks.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

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Mr. Manley stated that he would draft a resolution repealing the ordinance. The resolution is noted in the Attorney's Report.

CITIZEN'S AGENDA

An engaged Citizen expressed interest in the status of the widening I-55, ordinance regarding no parking in bike lanes, and additional roads being built near the Landers Center area. Mayor Musselwhite stated that MDOT has plans to widen I-55 to ten lanes, but there is not any funding for Mississippi expansion projects at this time. Mayor Musselwhite explained that they are currently working on the Pepperchase Road Extension to assist with the traffic near the Landers Center and expressed appreciation for his interest in the City.

PERSONNEL DOCKET

Personnel Docket

February 4, 2020

New Hires	Department	Position Title	Start Date	Rate of Pay
Jeremy B. Arndale **	Police	Police Officer 4	TBD	\$23.96
Kylan K. Harris **	Police	Police Officer 2	TBD	\$21.89
Thomas G. Nickels **	Police	Police Officer 4	TBD	\$23.96
Jody W. Steward **	Police	Police Officer 4	TBD	\$23.96
Robert White	Public Works	Facilities HVAC Support Tech	TBD	\$24.40

*pending 1 pre-emp screening

** pending 2 pre-emp screenings

Stipend	Type of Stipend	Effective Date	Yearly Amount
<i>Police</i>			
Angela Carden	K-9	2/3/2020	\$600.00
<i>Fire</i>			
John Hoggard	EMT	1/22/2020	\$600.00

Oaths of Office	Department
Wanda Renee Ross	ITEC
Zachary Payne	ITEC

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Re-Oath of Office	Department			
Rachel Weiss (formerly Thompson)	ITEC			
Resignations/Terminations	Department	Current Position Title	Effective Date	Rate of Pay
John Carpenter	Parks	Laborer I	2/17/2020	\$12.22
Donnell Tucker	Parks	Laborer I	1/24/2020	\$12.22

Alderman Brooks made the motion to approve the Personnel Docket of February 4, 2020 as presented to this Board. Motion was seconded by Alderman Wheeler.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

CITY ATTORNEY'S LEGAL UPDATE

The Board of Alderman considered the following resolution after discussions regarding repealing of the ordinance (also noted in the Mayor's Report):

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI REPEALING THE SOUTHAVEN CODE OF ORDINANCES TITLE IX, CHAPTER 1, SECTION 9-13

WHEREAS, Mississippi Code Section 21-37-3 provides the City of Southaven ("City") shall have the power to exercise full jurisdiction in the matter of streets, and

WHEREAS, Mississippi Code Section 21-17-5 provides the City shall have the power to alter, modify and repeal orders, resolutions or ordinances with respect to such municipal affairs, property and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972; and

WHEREAS, the City Governing Authorities previously approved an Ordinance prohibiting parking in bike lanes during certain times, as more fully set forth in Title IX, Chapter 1, Section 9-13 ("Ordinance"), which was to take effect on March 1, 2020; and

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WHEREAS, the City Governing Authorities desire to review the parking requirements for bike lanes on a case-by-case basis; and

WHEREAS, the City Governing Authorities desires to repeal the Ordinance; and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, THAT BY RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO REPEAL THE CITY OF SOUTHAVEN CODE OF ORDINANCE, TITLE IX, CHAPTER 1, SECTION 9-13 AS FOLLOWS:

I. City Code of Ordinance Title IX, Chapter 1, Section 9-13 is repealed.

NOW, THEREFORE BE IT ORDERED that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice for the repeal CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE IX, CHAPTER 1, SECTION 9-13 in the *Desoto Times* for one (1) time.

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

Alderman Kristian Kelly	voted: Absent
Alderman Charlie Hoots	voted: Yes
Alderman George Payne	voted: Yes
Alderman Joel Gallagher	voted: Yes
Alderman John Wheeler	voted: Yes
Alderman Raymond Flores	voted: Yes
Alderman William Brooks	voted: Yes

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of February, 2020.

CITY OF SOUTHAVEN, MISSISSIPPI

Resolution Granting Final Tax Exemption for Alan Ritchey, Inc.

Mr. Manley explained that previously the City granted a five year personal property tax exemption to Alan Ritchey, Inc. that was also approved by the Mississippi Department of Revenue. Authorization is needed for Mayor Musselwhite to sign the resolution for the final tax exemption for Alan Ritchey, Inc. for five years in the amount of \$942,194.00 for personal property. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:

**FINAL RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING
APPLICATION OF ALAN RITCHEY, INC. FOR EXEMPTION FROM AD
VALOREM TAXATION**

Minutes, City of Southaven, Southaven, Mississippi

The Board took up for consideration the matter of granting tax exemption from ad valorem taxes for Alan Ritchey, Inc. ("Alan") the following Resolution, being first reduced to writing, was introduced:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING FINAL
APPROVAL OF AD VALOREM TAX EXEMPTION TO ALAN
RITCHEY, INC.**

WHEREAS, heretofore, Alan is authorized to do business and doing business in Southaven, DeSoto County, Mississippi, filed with the Mayor and Board of Aldermen of the City of Southaven, Mississippi, an application for exemption from ad valorem taxes, except school district, parks and library taxes and the State mandated County levies, for a period of five (5) years on personal property in the total amount of \$942,194.00, which said application was approved by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, subject to the approval of the Department of Revenue of the State of Mississippi; and

WHEREAS, on the 14th day of January, 2020, the Department of Revenue of the State of Mississippi approved said application as attached hereto as Exhibit A; and

WHEREAS, a copy of the aforesaid Department of Revenue's approval has been received by the Mayor and Board of Aldermen of the City of Southaven, Mississippi and recorded in its minutes.

NOW, THEREFORE, in consideration of the premises, the Mayor and Board of Aldermen of the City of Southaven, Mississippi, do hereby finally approve said Alan's

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application for ad valorem tax exemption, except school district, parks and library taxes and the State mandated County levies, for a period of five (5) years on personal property in the total amount of \$942,194.00 from and after January 1, 2020.

The foregoing Resolution granting to Allen tax exemption made on motion by Alderman Brooks and seconded by Aldermen Wheeler, and that the following vote was taken on this action:

Alderman Kristian Kelly	ABSENT
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman John Wheeler	YES
Alderman Raymond Flores	YES
Alderman William Brooks	YES
Alderman Charlie Hoots	YES

RESOLVED AND DONE this the 4th day of February, 2020.

A copy of the exemption certification from the Mississippi Department of Revenue.

Tanger Outlets Donation to the Police/Fire Department

Alderman Brooks made the motion to authorize the Police Department and Fire Department to accept a \$1000 donation from Tanger Outlets. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously by all Board Members present.

Lewisburg High School Dance Team Snowden House Donation

Alderman Wheeler made the motion to authorize use of the Snowden House for the Lewisburg High School Dance Team to hold their end of the year banquet on February 16. Motion was seconded by Alderman Payne. Motion was put to vote and was passed by all Board Members present.

A copy of the park facility rental application is attached to these minutes.

Butler Snow Engagement Letter

Alderman Wheeler made the motion to authorize Mayor Musselwhite to sign the engagement letter with Butler Snow and authorize Chris Wilson to finalize information needed to file for the continuing resolution filings required by the SEC for the City's previous bond issuances. Motion was seconded by Alderman Flores. Motion was passed by all Board Members present.

A copy of the engagement letter is attached to these minutes.

Minutes, City of Southaven, Southaven, Mississippi

UTILITY BILL ADJUSTMENT DOCKET

UTILITY BILL ADJUSTMENT DOCKET 02/04/2020			
The addresses below experienced unforeseen circumstances in their utilities for which no benefit was received			
HOUSE #	STREET	ADJUSTED AMOUNT	REASON FOR LEAK ADJUSTMENT
8080	GREENBROOK	(\$234.24)	BUSTED WATER SERVICE LINE
8416	SOUTHERNWOOD CV	(\$107.36)	TOILET LEAK
8387	CEDARCREST DRIVE	(\$68.32)	TOILET LEAK
645	CHURCH RD E	(\$173.52)	LEAK IN WATER LINE
8081	BUCKINGHAM	(\$87.84)	LEAK IN WATER LINE
8810	CAT TAIL	(\$43.92)	TOILET LEAK
1858	PLEASANT HILL RD	(\$180.75)	TOILET LEAK
7333	GREENBROOK	(\$224.48)	BATHROOM & KITCHEN LEAKS
4730	HENRY DRIVE	(\$1,146.80)	TOILET LEAK
8576	CEDAR CIRCLE EAST	(\$78.08)	LEAK IN SERVICE LINE
6035	WEATHERBY COVE	(\$82.96)	TOILET LEAK
5767	GARDEN WAK WEST	(\$203.67)	SHOWER/TOILET LEAK
8848	SWEET FLAG LOOP	(\$165.92)	TOILET LEAK
8621	BONFIRE DRIVE	(\$175.68)	TOILET LEAK
935	CHARTER OAK DRIVE	(\$122.00)	TOILET LEAK
		(\$3,095.54)	

A motion was made by Alderman Payne to approve the Utility Bill Adjustment Docket of February 4, 2020 in the amount of \$3,095.54. Motion was seconded by Alderman Hoots.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 4th day of February, 2020.

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CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of February 4, 2020 in the amount of \$1,503,151.91. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

335562, 335564, 335608, 335661, 335733, 335759, 335760, 335796,
335865, 335880, 335932, 335973, 335996, 336029, 336056, 336137

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	ABSENT
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 4th day of February, 2020.

EXECUTIVE SESSION

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

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Gallagher to adjourn. Motion was seconded by Alderman Wheeler. Motion was put to a vote and passed unanimously February 4, 2020 at 7:30 p.m.

Darren Musselwhite,
Mayor

Andrea Mullen,
City Clerk
(Seal)

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Minutes, City of Southaven, Southaven, Mississippi

WORK AUTHORIZATION

DESIGN, SURVEY & CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES TCHULAHOMA AND RASCO RD SIGNALIZED INTERSECTION IMPROVEMENTS

In accordance with the Master Service Agreement dated June 13, 2014 as amended by the 4th amendment dated September 3, 2019 between City of Southaven and Civil-Link, LLC, this Work Authorization describes the services and payment conditions related to the engineering design & construction engineering and inspection (CE&I) services provided by CL for the Project described as the *Tchulahoma and Rasco Rd Signalized Intersection Improvements*.

GENERAL:

The Tchulahoma and Rasco Rd Signalized Intersection Improvements (hereafter, "Project") is proposed to be completed utilizing local funds appropriated for this Project pending funding availability. In order to properly plan, layout and construct the proposed traffic signal improvements, design, survey and construction engineering and inspection phase services will be completed to prepare contract documents, plans and specifications for the City of Southaven (hereafter, "Owner"). In addition, CL will assist in assuring the project is constructed in accordance with the contract documents, plans and specifications, CE&I services will be completed for the Owner.

The Project includes the installation of a new signalized intersection and stripping modifications at the intersection(s) of Tchulahoma and Rasco Road. These services do not include any geometric road improvements at the intersection. If deemed necessary the fees associated will increase for design and construction.

SCHEDULE:

The Project time necessary to complete each service from the date of this Work Authorization is as follows:

Engineering Design, Permitting, Bidding	3 Months
Construction Engineering and Inspection	10 Months

PAYMENT CONDITIONS:

CL shall provide the services described herein for this WA at our hourly rates with a 2.6 labor mark-up not to exceed \$30,000.00 for Engineering Design, Permitting, and Bidding, and \$20,000.00 for CE&I. Payment shall be made in accordance the terms set forth in the referenced Professional Services Master Agreement.

SCOPE OF SERVICES:

I. DESIGN PHASE SERVICES

- A. Consult with the OWNER to clarify and define the OWNER's requirements for the Project.
- B. Prepare design documents consisting of final design criteria, plan-profile drawings details, drainage plans, erosion control plans, cross sections and outline specifications.
- C. Develop criteria for rights-of-way, working easements and permanent easements. Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required. Obtain any Right-of-way permits as required by MDOT.
- D. On the basis of approved preliminary design documents (including OWNER's comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.
- E. Conduct plan-in-hand inspection of the project site with OWNER and representatives of governmental agencies which may have jurisdiction over the Project.
- F. Contact and meet with representatives of utility companies to resolve utility issues affected by the proposed construction.

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- G. Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information.
- H. Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.
- I. Preparation of a Stormwater Pollution Prevention Plan if required.
- J. Prepare and issue Contract Documents to prospective bidders, and maintain a record of their issuance.
- K. Prepare and issue Addenda (after approval by the OWNER) as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.
- L. Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- M. Conduct a pre-bid conference if requested by the OWNER.
- N. Consult with and advise the OWNER as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- O. Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- P. Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.
- Q. Assist the OWNER in the preparation of the documents necessary to complete the award.

The Bidding Phase will be considered complete upon commencement of the Construction Phase after award and contract documents are issued or upon cessation of negotiations with prospective contractors.

II. CONSTRUCTION SERVICES

- A. General Administration of Construction Services.
 - 1. The ENGINEER shall consult with and advise OWNER and act as OWNER'S representative; shall issue all instructions of OWNER to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- B. Visits to Site and Observation of Construction.
 - 1. The ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep OWNER informed of the progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contract by Contractor nor

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assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

2. Defective Work. During such site visits and on the basis of such observations, the ENGINEER may recommend to the OWNER disapproval or rejection of Contractor's work if the ENGINEER believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

3. Clarifications and Interpretations; Change Orders. The ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the ENGINEER shall recommend Change Orders to OWNER and shall prepare Change Orders as required.

4. Shop Drawings. The ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

5. Substitutes. The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

6. Inspections and Tests. The ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

7. Applications for Payment. Based on the ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

a) The ENGINEER shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the ENGINEER's recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

b) By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that on-site observations made by the ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. The ENGINEER'S review of Contractor's work for the purposes of recommending payments will not impose on the ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

8. Contractor's Completion Documents. The ENGINEER shall receive, review and transmit to

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OWNER with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to OWNER with written comments.

9. Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the work substantially complete, the ENGINEER shall deliver a certificate of substantial completion to OWNER and Contractor.

10. Final Notice of Acceptability of the Work. The ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the work is acceptable to the best of the ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by the ENGINEER under this Agreement.

11. Record Documents. Upon completion of the work, the ENGINEER shall compile for and deliver to the OWNER a complete set of record documents conforming to information furnished to the ENGINEER by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the ENGINEER cannot and does not warrant their accuracy.

12. Limitation of Responsibilities. The ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

13. Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct monthly progress meetings with the OWNER, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The ENGINEER shall also prepare minutes of the meeting. The ENGINEER shall also prepare a construction progress report monthly which shall be submitted to OWNER by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and the ENGINEER'S monthly payment requests.

14. Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the ENGINEER of final payment and submission of record documents to OWNER.

C. Resident Project Representative.

1. The ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the ENGINEER in observing progress and quality of the work of the Contractor.

2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the ENGINEER responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

3. The duties and responsibilities of the RPR are limited to those of the ENGINEER in his agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

- a) RPR is the ENGINEER'S agent at the site and will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the ENGINEER

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and Contractor keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

- b) Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the ENGINEER concerning acceptability.
- c) Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- d) Liaison. Serve as the ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER'S liaison with Contractor when Contractor's operations affect OWNER'S on-site operations.
- e) Assist in obtaining from OWNER additional details or information, when required for proper execution of the work.
- f) Record date of receipt of Shop Drawings and samples.
- g) Receive samples which are furnished at the site by Contractor, and notify the ENGINEER of availability of samples for examination.
- h) Advise the ENGINEER and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the ENGINEER.
- i) Review of Work, Rejection of Defective Work, Inspections and Tests
- j) Conduct on-site observations of the work in progress to assist the ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
- k) Report to the ENGINEER whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- l) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and startups.
- m) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the ENGINEER.
- n) Interpretation of Contract Documents. Report to the ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the ENGINEER.
- o) Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the ENGINEER. Transmit to Contractor in writing decisions as issued by the ENGINEER.
- p) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the ENGINEER'S clarifications and interpretations of the Contract Documents,

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progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

q) Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

r) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

s) Furnish the ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

t) Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.

u) Draft and recommend to the ENGINEER proposed Change Orders, obtaining backup material from Contractor.

v) Report immediately to the ENGINEER and OWNER the occurrence of any accident.

w) Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.

x) Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to OWNER prior to final payment for the work.

y) Before the ENGINEER certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.

z) Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

aa) Conduct a final inspection in the company of the ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

bb) Observe whether all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

cc) Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the ENGINEER.

dd) Shall not exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents and this Agreement.

ee) Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.

ff) Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

gg) Shall not advise on, issue directions regarding to, or assume control over safety

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precautions and programs in connection with the work.

hh) Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

ii) Shall not authorize OWNER to occupy the Project in whole or in part.

jj) Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

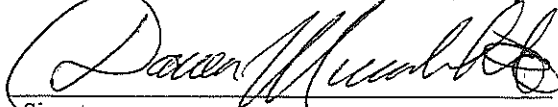
III. SERVICES NOT INCLUDED

- A. Material Testing
- B. Right-of-Way/Easement Acquisition Services
- C. Construction Surveying or Staking

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

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

CITY OF SOUTHAVEN, MISSISSIPPI


Signature

Darren Musselwhite, Mayor
Typed Name/Title

2-6-2020
Date of Signature

CIVIL LINK


Signature

Dan Cordell, Principal
Typed Name/Title

02/05/2020
Date of Signature

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CONTRACT CHANGE ORDER

DATE:	1/29/2020	ORDER NO.	1
CONTRACT FOR:	SPRINGFEST PARKING LOT IMPROVEMENTS		
OWNER:	CITY OF SOUTHAVEN		
CONTRACTOR:	BARNES AND BROWER INC		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Item 11 - 8" Soil Cement (8% By Volume) - Increase Quantity by 3650 SY at \$6.50 per SY		\$ 23,725.00
New Item 39 - Asphalt Milling - 1 LS at \$15,168 per LS		\$ 15,168.00
TOTALS	\$ -	\$ 38,893.00
NET CHANGE IN CONTRACT PRICE		\$ 38,893.00

JUSTIFICATION: This change order addresses existing asphalt and base issues in the field discovered during construction.

The amount of the Contract will be ~~(Decreased)~~ (Increased) By The Sum Of:
Eight Hundred and Ninety Three 00/100

Thirty Eight Thousand

The Contract Total Including this and previous Change Orders Will Be:
Sixty Three Thousand and Fifty Five 58/100

One Million Three Hundred and

Dollars \$ 1,363,055.58

The Contract Period Provided for Completion Will Be (Increased) ~~(Decreased)~~ ~~(Unchanged)~~:

45 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted

Recommended

Accepted

(Owner)

(Owner's Architect/Engineer)

(Contractor)

(Date)

(Date)
2-5-2020

(Date)

(Date)

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING THE CHIEF OF POLICE TO APPROVE RECIPROCAL LAW ENFORCEMENT ASSISTANCE DURING CIVIL EMERGENCIES

WHEREAS, pursuant to Miss. Code Ann. Section 21-21-35, any municipality shall have the power to send law enforcement officers of its municipality on loan to assist other municipalities in the state in undercover work or as a special agent to combat crime; and

WHEREAS, pursuant to Miss. Code Ann. Section 21-21-35, the City of Southaven Chief of Police shall have the power to assist other chiefs of police upon a written or oral request from such municipalities; provided, however, that an oral request must be followed by a written authorization; and

WHEREAS, the Southaven Chief of Police shall take into consideration the availability of additional officers, the law enforcement needs within Southaven, and the nature of the request in such other municipality, and

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

1. That the Southaven Chief of Police is hereby authorized to assist any other Mississippi municipality or Desoto County upon request of that city's chief of police, sheriff, or other authorized officer of such other municipality in accordance as set forth in Miss. Code Ann. Section 21-21-35.
2. The performance of duties of law enforcement officers pursuant to this order and any authorization issued pursuant to this order shall be subject to all of the terms, conditions, rights, responsibilities and authority contained in Miss. Code Ann. Sections 21-21-31 through 21-21-41.
3. The Chief of Police is authorized to take any and all actions to effectuate the intent of this Resolution.

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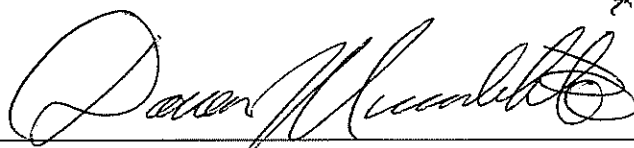
After due discussion, motion was made by Alderman Brooks to approve the Resolution. The motion was seconded by Alderman Gallagher. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Brooks	YES
Alderman Kristian Kelly	ABSENT
Alderman Charlie Hoots	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman John Wheeler	YES
Alderman Raymond Flores	YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of February, 2020.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:



DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



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PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF SOUTHAVEN AND FACILITIES PERFORMANCE GROUP, LLC

WHEREAS, the City of Southaven ("City") desires to utilize the services of Facilities Performance Group, LLC ("Performance") for cleaning services at the City Buildings as further set forth in Exhibit A; and

WHEREAS, pursuant to Miss. Code 21-17-5, the governing authorities of the City shall have the care, management and control of the City property, which includes the City Buildings and Facilities; and

WHEREAS, the City desires to utilize an outside service to ensure the City Buildings and Facilities are clean for the public; and

Now therefore City and Performance agree as follows:

1. Effective April 1, 2020, Performance shall provide all cleaning services and cleaning supplies for the all the City Building and Facilities as set forth and in accordance with Exhibit A. All cleaning service shall be done in professional manner and shall be completed as determined by the City's Public Works Director.
2. The City shall compensate Performance in the amount of \$588.80 for Performance cleaning the City Court twice a week; \$303.24 for cleaning the City Snowden Home once a month; and \$658.85 for weekly cleanings of the City Buildings and Facilities, which shall include all City Police Facilities all of which are set forth in Exhibit A. Prices will be adjusted consistent with the Consumer Price Index for all Urban Areas for prices of goods and services purchased for consumption by urban households. Payment by the City shall be due within forty-five (45) days of invoice by

Minutes, City of Southaven, Southaven, Mississippi

Performance.

3. Performance agrees to indemnify and hold harmless the City, its elected officials, agents, employees, assigns and legal representatives from and against all damages, accidents and injuries to persons or properties caused by Performance, its agents, employees or temporary employees or resulting from or in conjunction with Performance duties under this Agreement. This provision of this Agreement shall be deemed to survive the expiration or earlier termination of this Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder and the jurisdiction for any and all claims shall be in Desoto County, Mississippi and/or the Federal Northern District of Mississippi.
5. Performance acknowledges it is an independent contract and is neither an employee of City nor entitled to the same or similar benefits provided to employees of City. This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship among the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly provided herein. In this respect, Performance further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, withholding and workers compensation.
6. This Agreement shall not be assignable by either party without the prior written consent of the other party. In addition, this Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract

Minutes, City of Southaven, Southaven, Mississippi

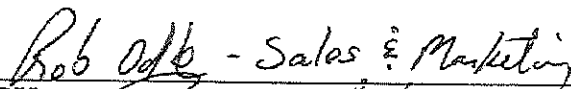
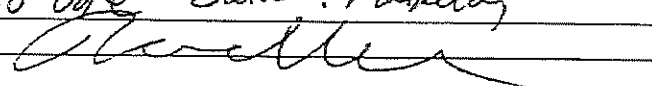
and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the matters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto. This Agreement may be executed in counterparts, which, taken together, shall constitute an original.

7. This contract shall be for a two (2) year term and may be renewed upon agreement by both parties. City may terminate this Agreement for convenience with thirty days written notice to Performance.
8. The individuals signing this Agreement represent and warrant that they have the authority and been duly authorized to execute the Agreement.
9. Performance shall maintain all insurance as required by the Request for Proposals as set forth in Exhibit A. The City shall be named as an additional insured.

CITY OF SOUTHAVEN


BY: DARREN MUSSELWHITE, MAYOR

FACILITIES PERFORMANCE GROUP, LLC


BY: 

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A
PERFORMANCE RESONSE TO REQUEST FOR PROPOSALS/QUALIFICATIONS

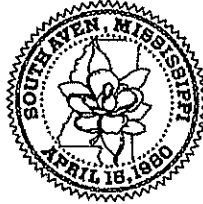
Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN

Top Of Mississippi

Office of Public Works and Facilities

Bradley K. Wallace, AIA
Director



5813 Pepper Chase Dr.
Southaven, MS 38671
Ph. 662-796-2489
Fax 662-796-2493
bwallace@southaven.org

January 23, 2020

**RE: Recommendation for award of bids on the scopes of work titled:
REQUEST FOR QUOTE FOR JANITORIAL SERVICES AGREEMENT**

Mayor Musselwhite & Board members:

Having received proposals for the referenced scope and having determined apparent low quote and best proposal for the multiple packages requested – and as those bids are deemed in an appropriate price range for the defined work and budget, it is my recommendation to you that the City accept the following as the “lowest and best” for the referenced packages as follows:

- *Facilities Performance Group, LLC* for Package No. 1 including the Court building and Snowden Home. Bid was \$588.80 for the Court for two weekly cleanings and \$303.24 for the Snowden Home for one monthly cleaning.
- *Facilities Performance Group, LLC* for Package No. 2 including all Police facilities. Bid was \$658.85 for weekly cleanings of all sites as specified.

This combined total of \$1,550.89 for all proposed services represents the best value for the City and a significant savings over other firms’ proposals.

This Vendor will be required to provide all appropriate paperwork and subsequent contracts shall be executed – all as appropriate and based upon your approval.

Thank you for your attention in this matter.

Bradley K. Wallace, AIA

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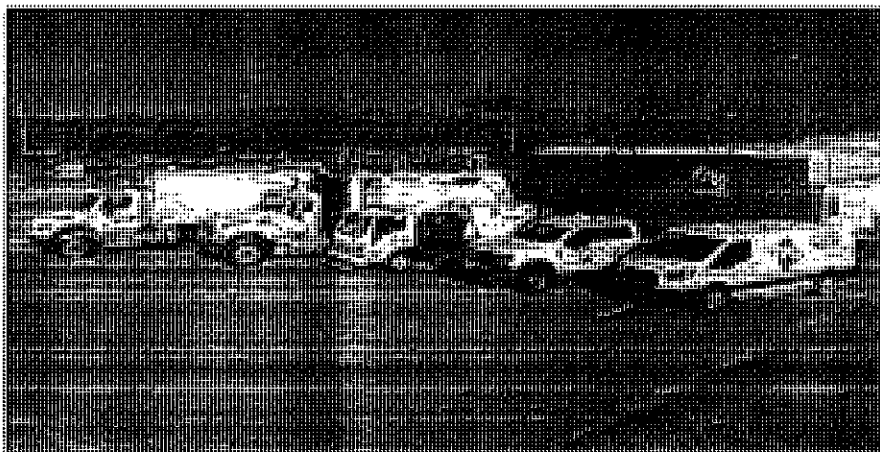
RFQ

Request for Quote for Janitorial Services



Southaven
Top of Mississippi

FACILITIES PERFORMANCE GROUP, LLC.



Minutes, City of Southaven, Southaven, Mississippi



Southaven
Top of Mississippi

January 3, 2020

City of Southaven
Attention: City Clerk
City Clerk's Office
8710 Northwest Drive
Southaven, MS 38671

RE: Request for Quote Janitorial Services – City of Southaven

Dear Bradley Wallace,

Headquartered in Hernando, MS Facilities Performance Group, LLC employs 700+ professionals providing numerous services for our customers. Facilities Performance Group, LLC has been providing outstanding janitorial and minor maintenance services throughout the southeast for over 20 years. Also, Facilities Performance Group, LLC was the first Green Seal Certified commercial and institutional cleaning company in the State of Mississippi.

Upon review of our attached response, we feel that the City of Southaven will see the value Facilities Performance Group, LLC can provide. Additionally, we feel confident that we can provide the level of service detailed in the City's RFQ to meet and exceed the City of Southaven expectations.

Thank you for the opportunity and feel free to contact us regarding any questions you may have.

Sincerely,

Rob Odle
Sales and Marketing
606-515-9555
rodle@fpg-llc.com

Minutes, City of Southaven, Southaven, Mississippi



Southaven
Top of Mississippi

- **FACILITIES PERFORMANCE GROUP, LLC**

FPG, LLC not only has the financial health and infrastructure to provide the City of Southaven exceptional service requested in this RFQ, we truly operate under a small business mentality. Facilities Performance Group, LLC has been providing services similar to the City Scope for 20 years.

Corporate Headquarter
Facilities Performance Group, LLC
3480 Hwy 51 South
Hernando, MS 38632
(p) 662-469-9582
(f) 662-469-9587
www.fpg-llc.com

FPG, LLC has annual sales throughout the southeast US in excess of \$21,000,000.

With regards to the City of Southaven's request, FPG, LLC understands the requirements to fully execute the demands of the request. A representative conducted site visits with all the locations mentioned in this RFQ to get a full understanding of the project. In speaking with many of the representatives, not only were we able to understand their current environment, we have some ideas that will increase clients satisfaction moving forward. FPG, LLC with our management systems, we can provide a more efficient schedule to effectively manage all 6 locations.

We have made the financial investment in our **Training and Hiring Office** to maintain a constant flow of applicants. FPG, LLC offers great benefit packages as well as an aggressive road map for advancement inside our organization. FPG, LLC invests in the right people, the correct process and the technology to give our employees the best opportunity at success.

FPG, LLC **Human Resource Department** is second to none. Committed not only to our internal employees, but also external customers, they stay engaged offering support to any challenges faced. FPG, LLC employees must pass an extensive background test before starting work. FPG,

Minutes, City of Southaven, Southaven, Mississippi

LLC Human Resouce Department works hand in hand with the hiring office to ensure our pipeline of candidates are being processed on a daily basis.

FPG, LLC **safety and training programs** are essential to the success of our organization. Partnering with eSafety has allowed us to offer the most up to date training and safety content in the market. If we do not train and invest in our people the chance of retaining that resource drops greatly. FPG, LLC will continue to invest in our people.

FPG, LLC has **NOT** been involved in any litigation and or disqualified by any agency with the past 5 years due to performance.

City of Southaven Point of contacts for this contract will be **Rob Odle**.

Rob Odle

Sales and Marketing

606-515-9555

Mandy Boling

Operations Manager

918-633-1111

Sarah Cain

HR Manager

662-469-9582

James Chesney

Safety Manager

901-574-7167

Dusty Dixon

Accounting Manager

662-469-9582

Minutes, City of Southaven, Southaven, Mississippi

Any submittals mailed should be directed to:

**City of Southaven
(attn: City Clerk)
8710 Northwest Drive
Southaven, MS 38671**

Proponents are encouraged to deliver proposals in person, as Owner will not be responsible for wrongful or late delivery of mail or express deliveries.

RFP documents are posted on <http://www.centralauctionhouse.com>. To view these, download, and receive bid/RFP notices by e-mail, you must register with Central Bidding. Vendors/Contractors have the option to submit their bids/RFP's electronically or by paper copy. For information about the electronic submittal process, contact Finley Ward with Central Bidding at 225.810.4814.

Proposals shall be either hand delivered, mailed, or submitted electronically with Central Bidding.

CONTRACT

Any award made shall be made pursuant to Mississippi law and these instructions. The Owner reserves the right to waive irregularities and to reject any and all proposals. In this case of multiple packages, the Owner reserves the right to award separate packages to multiple bidders as deemed in the best interest of the Owner. In a case where one bidder is the lowest and best for multiple packages which the Owner seeks to award to multiple parties – that lowest and best bidder will have the first opportunity to select the Package they wish to be awarded and the Owner will go to the next selection and so on.

Bidders may be disqualified for such reasons as:

- Bidder in arrears on existing contracts
- Bidder being in litigation with the Owner or the institution / agency
- Bidder having defaulted on or failed to satisfactorily complete previous contract with the Owner, including Bidder's failure to satisfactorily fulfill the warranty obligations of a previous contract with the Owner

(this is not an inclusive list)

Proponent agrees, by submitting a proposal and accepting award of same, to begin the work of the subject contracts on or before a date as directed by the Owner and to complete the work regularly within time constraints allowed based on billing cycles and the scope of work as described herein.

Billing shall be submitted every two weeks by the awarded Contractor on a document for such provided by the Contractor. Billing format may require approval by the Owner before being submitted.

TERMINATION & DISPUTE

This contract may be terminated by either party at any time with 30 days notice given to the other party. This termination may be with or without cause as deemed in the best interest of either party. In the event the Owner terminates this contract – the Contractor shall be paid any monies owed for work performed up until the time of the termination unless the work in

Minutes, City of Southaven, Southaven, Mississippi

question is a primary reason for the termination. Any disputes between parties related to this contract that require legal action shall be addressed in the appropriate Court located within DeSoto County, Mississippi. In such case, the prevailing party shall be entitled to reimbursement of reasonable attorney fees and other costs associated with the legal actions taken. If immediate termination is required by the Owner, based on circumstances it shall be allowed; but it is understood that both parties shall endeavor to give notice as stated herein.

END OF SECTION

SECTION 03 – PROPOSAL FORM

(submit in duplicate)

Bidder: Facilities Performance Group, LLC

Address: 3480 Hwy 51 South
Hernando, MS 38632

Date: 01/02/2020

City of Southaven
8710 Northwest Drive
Southaven, MS 38671

RE: City of Southaven – Cleaning and Janitorial Services

Having reviewed the documents for and the location of the referenced scope of work (including all addenda), I, the undersigned, propose to furnish all labor, materials, equipment and services required by these Documents in accordance with the conditions of said Documents for the sums set forth below:

PACKAGE ONE: Provide cleaning as described herein for buildings noted AND schedule noted:

*pricing includes all labor, equipment and supplies (\$ 588.80) \$303.24/month SH
Total weekly price for all cleanings as noted at Court + monthly cleaning for Snowden Home

PACKAGE TWO: Provide cleaning as described herein for buildings noted AND schedule noted:

*pricing includes all labor, equipment and supplies (\$ 658.85)
Total weekly price for all cleanings as noted at Police Department sites

\$1550.89

I (We) agree to hold our proposal open for acceptance for forty-five (45) calendar days from the date of opening.

If awarded the referenced Contract, I (We), agree to execute a Contract and start work on a date to be determined by the Owner and agreed to by both parties within time limits required by the Owner to insure appropriate transition in service from current method.

Minutes, City of Southaven, Southaven, Mississippi

Addendum Receipt: the receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. _____

Addendum No. _____

Dated: _____

Dated: _____

Subcontractor listing: the following is a list of subcontractors for this project whose bid is equal to or in excess of \$50,000.00 (provided for the reasons set forth in the Contract Documents):

<u>WORK DESCRIPTION</u>	<u>NAME OF COMPANY</u>
N/A	

(TO BE COMPLETED IF A CORPORATION)

Our Corporation is chartered under the laws of the State of _____, and the names, titles and business addresses of the principal officers are as follows (non-resident Bidders shall provide documentation described in Contract Documents):

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>

(TO BE FILLED IN IF A PARTNERSHIP)

Our Partnership is composed of the following individuals:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
Robert May	Oklahoma City, OK	Majority Owner

Minutes, City of Southaven, Southaven, Mississippi

Notice of acceptance of our proposal may be mailed or faxed or delivered to:

(insert Company name and address)

Facilities Performance Group, LLC c/o Rob Odle

3480 Hwy 51 South

Hernando, MS 38632

SIGNED: _____



TITLE: _____

Sales & Marketing

DIRECTIONS FOR MAILING:

Submit proposal papers in an opaque sealed envelope marked with name of company, company address and project name – all on the outside front face of the envelope. This envelope may be inserted in another envelope and mailed to the Owner at the address indicated herein to the attention of the City Clerk for the City of Southaven.

Proponents are encouraged to deliver proposals in person, as Owner will not be responsible for wrongful or late delivery of mail or express deliveries.

Minutes, City of Southaven, Southaven, Mississippi

SECTION 00 – ADVERTISEMENT FOR QUOTES

The Mayor and Board of Aldermen of the City of Southaven, Mississippi will be accepting sealed quotes for the project named below at the following location:

**City of Southaven
(attn: City Clerk)
8710 Northwest Drive
Southaven, MS 38671**

Quotes shall be received until **10:00 a.m. on Friday, January 3, 2020** for documents entitled:

Request for Quote for Janitorial Services Agreement – City of Southaven

Documents may be obtained at the City Clerk's Office on the First Floor of City Hall (8710 Northwest Drive). There is no charge for the first set but additional sets will cost \$10.00 per copy; no partial sets will be issued.

All quotes shall be submitted in duplicate on a fully completed Price Form (blank Form included in the documents).

Quotes on the subject services must be received on or before the period indicated and no quote may be withdrawn after quotes are opened for a period of fifteen (15) days.

RFP documents are posted on <http://www.centralauctionhouse.com>. To view these, download, and receive bid/RFP notices by e-mail, you must register with Central Bidding. Vendors/Contractors have the option to submit their bids/RFP's electronically or by paper copy. For information about the electronic submittal process, contact Finley Ward with Central Bidding at 225.810.4814.

Proposals shall be either hand delivered, mailed, or submitted electronically with Central Bidding.

The Owner (legally represented by the Mayor and Board of Aldermen) reserves the right to reject any and all quotes on this project and reserves the right to waive informalities.

**OWNER:
City of Southaven
8710 Northwest Drive
Southaven, MS 38671**

**CONTACT:
Bradley K. Wallace, AIA – Director of Public Works & Facilities for the City of Southaven
(662) 796-2489**

Dates of Advertisement:

**December 12, 2019
December 19, 2019**

END OF ADVERTISEMENT FOR QUOTES

Minutes, City of Southaven, Southaven, Mississippi

SCOPE OF WORK

The Scope of Work under this Contract includes all materials, labor, equipment, supervision, direct and indirect costs, and all incidentals necessary to provide the following services in accordance with specifically identified conditions, in accordance with all regulatory requirements, in accordance with all legal requirements and in accordance with industry-accepted standards:

Property Cleaning / Janitorial Services, include the following to be performed at a minimum every week unless requested otherwise or indicated otherwise herein (the following apply to any space made accessible to the awarded Contractor for the purposes of this contract – any space that is locked or merely has a closed door is to be left undisturbed – no exceptions; all items listed below shall be performed each time and constitute "a cleaning" of the facilities as listed below):

- Sweep and mop all non-carpeted floor areas – clean all base materials
- Vacuum all carpeted floor areas – clean all base materials
- Dust all exposed furniture, finished wood surfaces and window blinds (DO NOT DISTURB papers or other items on desks or other furnishings; If furniture is more than 50% covered on a work surface with papers, etc. – do not dust it)
- Clean all interior exposed glass view windows and doors (clean exterior glass at entries)
- Empty all garbage receptacles – interior and at exterior entries
- Clean and disinfect all toilet fixtures and surfaces thoroughly; restock all paper products and hand cleaners as appropriate (these shall be provided by the Owner – see City Clerk when supplies run low)
- Clean and disinfect all kitchenette and break areas – wipe down all cabinets, countertops, appliances, furnishings and all other items that apply and are mentioned herein; restock all paper products and hand cleaners as appropriate (these shall be provided by the Owner – see City Clerk when supplies run low)
- Pick up litter around all property exteriors (including parking areas) and clean all building entries– including emptying all garbage receptacles and ash-bins provided for smokers as well as other items that apply and are mentioned herein

Contractor shall provide all necessary materials and equipment as part of the Contract and **SHALL NOT** store any items on site at any of the Owner's properties.

LOCATIONS AND PACKAGES

All bidders shall bear the responsibility to schedule a visit with the Owner (contact Bradley Wallace as noted – 662-796-2489 option #1 or bwallace@southaven.org) to each site for which they plan to enter a proposal in order to garner an appropriate understanding of the scope of work included in this contract. All bidders shall be assumed to have participated in such visits by virtue of submitting a proposal and no errors or omissions related to their bid either as a result of performing these visits or not shall entitle them to any consideration by the Owner at the time proposals are opened. Proponents submit their proposals at their own risk and failure to perform proper inspections of these sites shall not constitute a reason for any consideration:

Minutes, City of Southaven, Southaven, Mississippi

Package One

- 8889 Northwest Drive (Court) – entire Court area of building to be cleaned on Tuesday and Thursday each week. Separate storage area at rear of building is not part of this contract.
- 6205 Snowden Lane (Snowden Home) – entire building to be cleaned once per month as agreed to by Owner.

Package Two

- 8691 Northwest Drive (Police HQ) – entire building to be cleaned twice per week as agreed to by Owner.
- 7320 Highway 51 (Police West Precinct) – entire building to be cleaned once per week as agreed to by Owner.
- 3164 May Boulevard (Police East Precinct) – entire building to be cleaned once per week as agreed to by Owner.
- 1855 Veterans Drive (Police Special Units) – entire building to be cleaned once per week as agreed to by Owner.

Proponents may submit a proposal on one or both of these packages as noted above and as indicated on Proposal Form included in these documents.

CONTRACT TERM

The Contract term will be for a period of two (2) years. The contract may be renewed under the same terms and conditions for successive two-year periods, upon the agreement of both parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Invitation to Propose and prices may be adjusted to reflect the Consumer Price Index (Urban) sixty-four (64) days prior to the effective date of the renewed contract. The Consumer Price Index for all Urban Areas (CPIU) is an economic indicator most widely used to measure inflation for prices of goods and services purchased for consumption by urban households. The CPIU is the percentage of change from the current month to the same month 12 months prior.

The Contract Term will begin with the issuance of an award from the Owner. The Contract is subject to annual reviews by the Owner. Contract may be terminated at any time by the Owner with or without cause as noted herein.

PERFORMANCE

The awarded Contractor is expected to perform the duties outlined in this scope of work documentation in a professional and courteous manner and should expect the same from the Owner. The work is expected to be completed thoroughly and timely as determined by the Owner – if at any time, there is a discrepancy in the appropriate quality of the work as determined by the Owner's expectations regarding the work of this Contract, the Contractor is expected to resolve the matter with the Owner immediately if they are at fault and the problem should not be repeated. If the Owner is ultimately at fault, the Owner shall be expected to solve the problem and it should not be repeated. If any problem exists that cannot be resolved by this process and/or takes multiple attempts to resolve and/or is deemed so serious by the Owner as to give cause to terminate this contract – then as a result, this contract shall be terminated immediately and the Contractor notified of same. The Contractor shall receive payment for work performed up until the time of termination unless the work in question (or some portion thereof) is the reason for termination and then the Owner shall review the matter further before any payment is rendered.

Minutes, City of Southaven, Southaven, Mississippi

SECTION 01 – INSTRUCTIONS TO BIDDERS

GENERAL

For the purposes of these documents, the terms "Bidder" and "Contractor" and "Proponent" shall refer to either those submitting proposals for this scope of work (as defined herein) and/or any eventual party awarded the contract from the completed RFP process for this specific scope of work – as appropriate to the context of the documents. The term "Owner" shall refer to the City of Southaven.

If a Proponent should find discrepancies or omissions in the documents or should have any doubts about intent or meaning, they should notify Owner in writing. A decision will be rendered concerning such items and if necessary, addendum information will be issued. Any such addendum issued prior to 48 hours (business day) before deadline shall become a part of the Contract Documents and receipt of same shall be acknowledged on the proposal form.

SUBMITTALS

This contract shall be performed under a lump sum and/or unit price for each package as noted on the proposal form; the quote for any package for which a proposal is provided shall include work scopes indicated and shall include all equipment, materials and personnel necessary to complete the work according to the these Documents.

Contractor and all subcontractors submitting for this RFP shall have current and valid license and bonding (required) to perform their individual discipline(s) in the jurisdiction of this project's location. Proper documentation of required insurance as noted herein shall be submitted to the Owner prior to any award of this contract. **All firms submitting for this work shall have a minimum of five (5) years of experience in providing janitorial services as described herein.**

The Owner reserves the right to review and reject any subcontractor based on any investigation the Owner deems appropriate revealing lack of qualifications on the subcontractor's part to perform this project adequately per the documents. The Owner reserves the right to reject any subcontractor on this list (under terms stated above) within seven (7) days of the opening of the proposals.

PREPARATION

Proponents shall visit the appropriate City of Southaven properties and familiarize themselves with all aspects that might affect their performance of this project – this experience and any concerns developed from it are expected to be included in the proposal submitted. Any omission by the selected bidder of any condition that could be reasonably discerned from such a site visit or that is included in the Documents will not be considered grounds for any additional consideration.

At the time of the deadline for submittals, all submitting Contractors will be presumed to have visited the City properties listed and have familiarized themselves with all documents including addenda (if any).

Bidders shall be expected to comply with all applicable State Laws, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction over the preparation of this Contract and the awarded party shall be expected to comply with same in performing the work of this Contract.

Minutes, City of Southaven, Southaven, Mississippi

SECTION 05 – AGREEMENT FORM

The Owner will use a Form of Agreement agreed to by both parties which may be a standard contract provided by the awarded Contractor and approved by the Owner for use.

The forms for the required Bonds and Insurance shall be as approved by the Owner.

SECTION 08 – CONDITIONS

1. The Contractor shall promptly notify the Owner in writing if the Contractor observes that any portion of the Contract Documents are at variance with any laws, statutes, ordinances, building codes, safety requirements, rules and regulations of whatever nature that apply to the work of this Contract.
2. The Contractor shall provide a competent project manager and field superintendent to oversee the work of this Contract. The Owner shall have the right to approve the selection for both positions and neither may be changed for the duration of the contract without the Owner's prior written consent (unless the Contractor submits proof as to why either should be terminated by the Contractor for cause).
3. The Contractor shall not make any substitution for any subcontractor, supplier, person or entity previously listed by the Contractor on its bid without prior written consent of the Owner. Such substitution by the Contractor without the Owner's written consent shall entitle the Owner to reject the work of such subcontractor and/or the materials, product or equipment furnished by same as nonconforming and to require removal and replacement at no additional cost to the Owner.
4. Applications for Payment shall be submitted to the Owner for review and approval as noted herein and in a timeframe that coincides with requirements for inclusion on the docket for regularly scheduled Board meetings on the first and third Tuesday of every month. If approved, payment shall be made within one week of the regularly scheduled Board meeting date on which the payment is approved. Late Applications may not be processed until the following regularly scheduled Board meeting date at the Owner's discretion.
5. The prevailing party in any dispute between parties related to this Contract, or breach thereof, shall be entitled to reasonable attorney's fees and expenses incurred because of pursuing or defending any claim. All legal matters associated with this Contract shall be addressed in the appropriate Court located in DeSoto County, Mississippi; the laws of the State of Mississippi shall govern in all legal matters.
6. If the Owner terminates the Contract for cause and it is determined for any reason that the Contractor was not at fault, the Contractor shall be entitled to recover from the Owner the same amount as the Contractor would be entitled to receive under a "termination for convenience" circumstance. The Contractor shall not be entitled to anticipated profits or other charges not directly related to the termination for cause noted above.
7. The Owner may employ a termination for convenience (with or without cause) at any time to terminate the Contract in whole or in part if the Owner, in its sole discretion, determines it to be in the Owner's best interest. When this occurs, the Contractor shall be entitled to

Minutes, City of Southaven, Southaven, Mississippi

payment as provided in these documents for work performed up until the date of termination. This termination may require 30 day written notice to the Contractor by the Owner unless immediate termination is warranted based on behavior and performance.

END OF SECTION

CITY OF SOUTHAVEN, MISSISSIPPI CLEANING AND JANITORIAL SERVICES

REQUEST FOR PROPOSALS

January 3, 2020

Minutes, City of Southaven, Southaven, Mississippi

The following requirements shall be met regarding insurance:

All insurance provided shall meet the requirements herein as well as any required by the Insurance Commission of the State of Mississippi as they might pertain to a project of this type.

Liability insurance will include all major divisions of coverage and be on a comprehensive basis including – but not limited to:

- Premises – Operations
- Independent Contractor's Protective
- Products and Completed Operations
- Contractual
- Owned, Non-owned and Hired Motor Vehicles
- Broad Form Coverage for Property Damage

Insurance required will be written for not less than the following or will be greater if required by the laws of the State of Mississippi:

- Workmen's Compensation:
 1. Workmen's Compensation – Statutory Coverage
 2. Employer's Liability = \$100,000.00 each accident / each occurrence
- Comprehensive General Liability:
 1. Bodily Injury = \$500,000.00 each person / each occurrence
 2. Personal Injury = \$500,000.00 each person / aggregate
 3. Property Damage = \$100,000.00 each occurrence / aggregate
 4. Umbrella = provide \$2,000,000.00 umbrella coverage.
- Independent Contractors – same limits as above.
- Products and Completed Operations – same limits as above, commencing with issuance of Final Certificate of Payment.
- Automobile Liability:
 1. Bodily Injury = \$250,000.00 each person / \$500,000.00 each occurrence or \$500,000.00 combined single unit
 2. Property Damage = \$100,000.00 each occurrence
- Contractual Liability – same limits as above.

The Owner shall be named as an additional insured and Contractor shall furnish one copy of certificate herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required above. The Owner shall be provided with copies of any subsequently issued endorsements that amend any coverage.

The Contractor will pay for and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provisions of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth above.

Minutes, City of Southaven, Southaven, Mississippi

Any and all insurances stated above shall be in and with a company or companies acceptable to the Owner and approved as such. Any and all insurances shall include the interests of the Owner, Contractor and subcontractors in the Work.

In the event of any paid claim – the Contractor shall be responsible for the payment of any deductibles required.

The Contractor is required to maintain all insurances mentioned herein for the duration of their Contract with the Owner and until such time as necessary so as to protect the Owner from claims associated with any scope of work. Any changes in coverage or lapse in coverage shall be reported to the Owner within thirty (30) days prior to such event and shall be the responsibility of the Contractor to address in order to maintain coverage as noted herein. **The Contractor shall indemnify and hold harmless the Owner from any and all claims, suits, demands, damages and/or injuries arising out of the Contractor's duties and/or performance under the contract.**

Minutes, City of Southaven, Southaven, Mississippi



To: Chief Macon Moore
From: Major Brent Vickers
Date: January 22, 2020
Re: Surplus and Retirement of K-9 Rex

Chief Moore,

I would like to request that K-9 Rex be retired and declared surplus property. I further request that the City of Southaven allow K-9 Rex to be transferred to his former handler, Officer Thomas Long Jr.

Rex is an 8 year old Belgian Malinois that has served the citizens of the City of Southaven diligently over the years and through several handlers. Rex is beginning to show signs of diminished physical capability due to his age and the demands placed on a police K-9. As a result, Rex has reached the end of his useful ability to serve as a member of the Southaven Police K-9 Unit.

Upon approval as declared surplus, Officer Thomas Long Jr. has agreed to sign any contracts releasing the City of Southaven and assuming personal liability of ownership and care for K-9 Rex.

Thank you for your consideration in this matter.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Brent Vickers", is written over a horizontal line.

Major Brent Vickers
Police Services
Southaven Police Department

Minutes, City of Southaven, Southaven, Mississippi

Sale of an Animal and Waiver of Liability Agreement

Pursuant to Mississippi Code Section 45-3-52, the City of Southaven authorizes for Thomas Long, Jr. ("Purchaser") to retain as his personal property his police service dog, Rex ("Dog").

In consideration of the sum of One Dollar, and the transfer of ownership of Dog, from the City of Southaven ("City") to Purchaser, the Purchaser hereby releases and forever discharges the City, its agents, employees, heirs and assigns from any and all claims for injury, disability, loss, or property destruction that may occur to anyone, as a result of contact with or actions by the Dog.

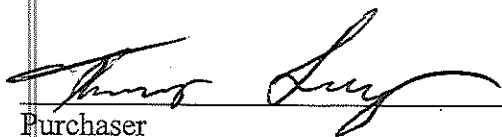
The Purchaser accepts full responsibility and agrees to indemnify and hold harmless the City and its agents, employees, heirs, and assigns for any alleged injury or damage to any person or property that may occur or be caused by the Dog after the transfer of ownership, which is effective as of the date listed below, including reasonable costs of defending such claims.

The undersigned is fully aware of the nature of the training the Dog received and the nature of the work that the Dog performed during the period of ownership by the City, and understands the need to provide the Dog with suitable shelter and reasonable surroundings in keeping with its training and work experience.

The Purchaser also hereby accepts the following conditions of sale:

1. The Purchaser will not sell or give away the Dog, without the written approval of the City.
2. The Purchaser will use the Dog only as a pet but may train the Dog and enter competitions.
3. The Purchaser will not use the Dog as a detection, rescue or service animal in any capacity, without the written approval of the City.
4. The purchaser will obtain and maintain in force a Homeowner's or Renter's Insurance Policy, issued by a casualty carrier licensed in this state, in the minimum amounts of \$100,000 per claimant and \$300,000 per incident or event.

Executed and accepted on this 31 day of January, 2020.

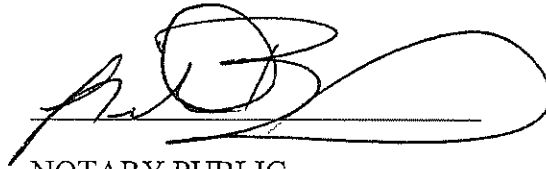

Purchaser

Minutes, City of Southaven, Southaven, Mississippi

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority, in and for the said County and State, the within named Thomas Long, Jr. after being by me first duly sworn, state on his oath that she executed the document and did so under his own free will for the purposes described herein and that the matters, facts and things contained in the above and foregoing are true and correct as therein stated.

Witness my hand and official seal this the 31st day of January, 2020.



NOTARY PUBLIC

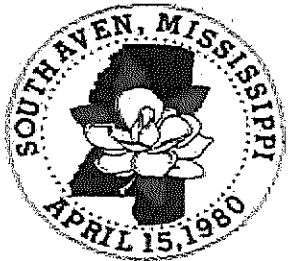
MY COMMISSION EXPIRES:

March 10, 2023



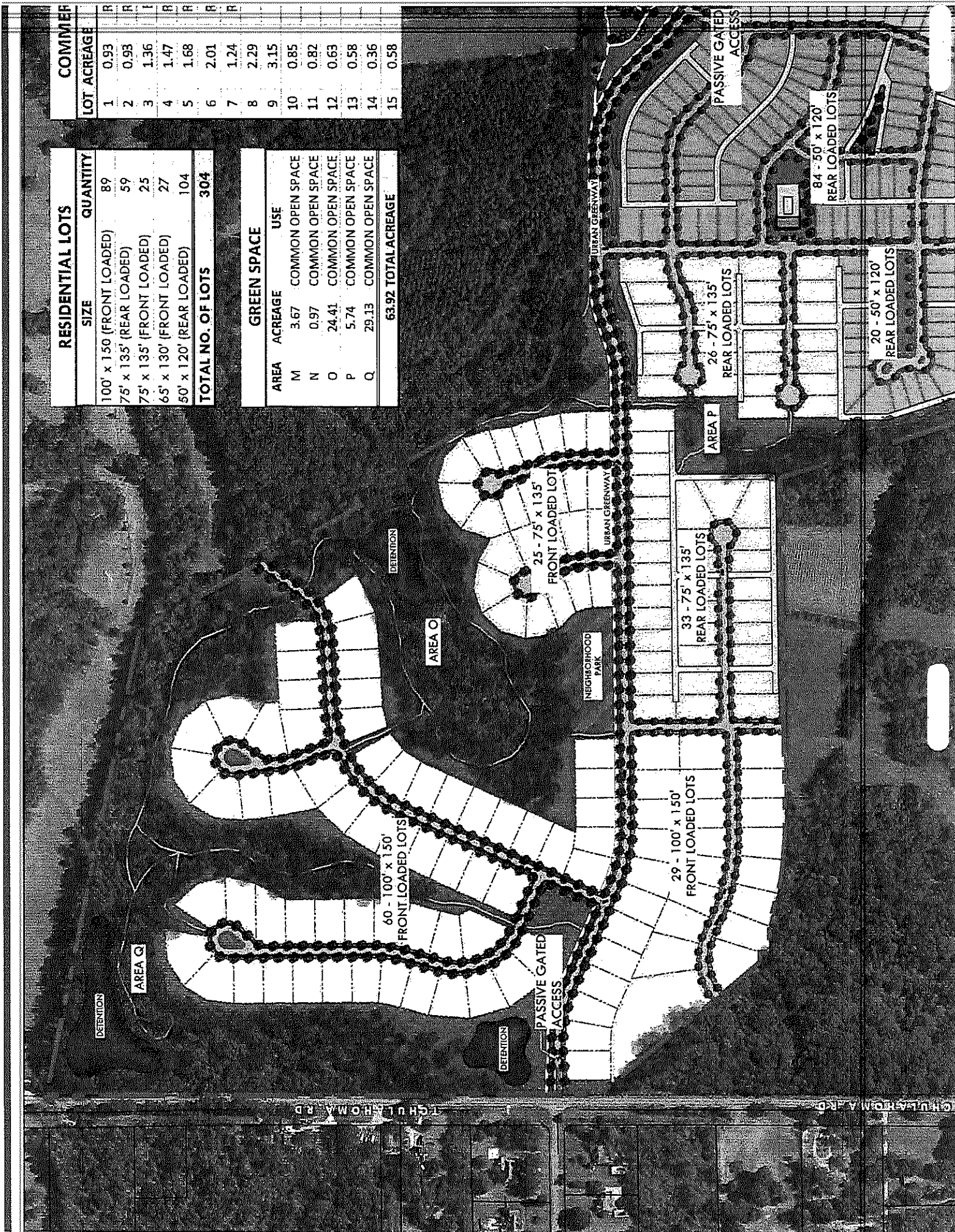
Minutes, City of Southaven, Southaven, Mississippi

City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	January 27, 2020
Public Hearing Body:	Planning Commission
Applicant:	Lifestyle Communities, LLC 1074 Thousand Oaks Drive Hernando, MS
Total Acreage:	1.594 acres
Existing Zone:	Planned Unit Development (Silo Square)
Location of Subdivision Application	West side of Getwell Road, north side of May Blvd.
Comprehensive Plan Designation:	Mixed Use
Staff Comments: The applicant is requesting subdivision approval for lots 13 and 15 of Silo Square Commercial Subdivision Area I, Phase 1 on the west side of Getwell Road, north of May Blvd. The lots both contain 0.797 acres. There is no right of way proposed with these lots because the applicant recorded the ROW separately along with the other major commercial roads in this development. These lots are directly adjacent to the previously approved lot 16. The setbacks and easements have been shown on the plat.	
Staff Recommendations: The applicant has met the bulk regulations regarding commercial subdivisions. There is no right of way or improvements necessary for May Blvd. as stated. Staff has no comments and recommends approval.	

Minutes, City of Southaven, Southaven, Mississippi



~DESCRIPTION OF LOT 13~

This Description Is Based On The Mississippi State Planes Coordinate System, West Zone, NAD 83 Grid Values, U.S. Survey Feet, Using A Scale Factor Of 0.999966166 And A Convergence Angle Of 00° 13' 38" Calculated At The Point Of Commencement Of This Survey.

A Fraction Of The Southeast Quarter Of Section 33, Township 1 South, Range 7 West, Desoto County, Mississippi And Containing 0.797 Acres. This Property Being Lot 13 Of Silo Square P.U.D, Commercial Area 1, Phase 1. This Description Being In More Details As Follows:

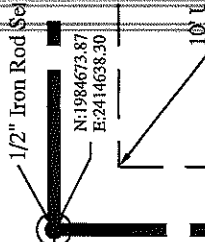
Commencing At The Southeast Corner Of Section 33, Township 1 South, Range 7 West, Desoto County, MS, (N-1982184.76, E-2415429.10) Run Thence Due North A Distance Of 2248.88 Ft To A Point, Thence Due West A Distance Of 502.22 Ft To A 1/2" Iron Rod Set On The North Right-Of-Way Line Of May Boulevard, Thence S 89° 50' 47" W Along Said Right-Of-Way Line A Distance Of 143.97 Ft To A 1/2" Iron Rod Set, Said 1/2" Iron Rod Set (N-1984433.26, E-2414782.91) Being The POINT OF BEGINNING; Run Thence S 89° 50' 47" W Along Said Right-Of-Way Line A Distance Of 143.97 Ft To A 1/2" Iron Rod Set, Thence N 00° 09' 13" W Leaving Said Right-Of-Way Line A Distance Of 241.00 Ft To A 1/2" Iron Rod Set, Thence N 89° 50' 47" E A Distance Of 143.97 Ft To A 1/2" Iron Rod Set, Thence S 00° 09' 13" E A Distance Of 241.00 Ft To The POINT OF BEGINNING Of This Description.

~DESCRIPTION OF LOT 15~

This Description Is Based On The Mississippi State Planes Coordinate System, West Zone, NAD 83 Grid Values, U.S. Survey Feet, Using A Scale Factor Of 0.999966166 And A Convergence Angle Of 00° 13' 38" Calculated At The Point Of Commencement Of This Survey.

A Fraction Of The Southeast Quarter Of Section 33, Township 1 South, Range 7 West, Desoto County, Mississippi And Containing 0.797 Acres. This Property Being Lot 15 Of Silo Square P.U.D, Commercial Area 1, Phase 1. This Description Being In More Details As Follows:

Commencing At The Southeast Corner Of Section 33, Township 1 South, Range 7 West, Desoto County, MS, (N-1982184.76, E-2415429.10) Run Thence Due North A Distance Of 2248.88 Ft To A Point, Thence Due West A Distance Of 502.22 Ft To A 1/2" Iron Rod Set On The North Right-Of-Way Line Of May Boulevard, Said 1/2" Iron Rod Set (N-1984433.64, E-2414926.88) Being The POINT OF BEGINNING; Run Thence S 89° 50' 47" W Along Said Right-Of-Way Line A Distance Of 143.97 Ft To A 1/2" Iron Rod Set, Thence N 00° 09' 13" W Leaving Said Right-Of-Way Line A Distance Of 241.00 Ft To A 1/2" Iron Rod Set, Thence N 89° 50' 47" E A Distance Of 143.97 Ft To A 1/2" Iron Rod Set, Thence S 00° 09' 13" E A Distance Of 241.00 Ft To The POINT OF BEGINNING Of This Description.



Minutes, City of Southaven, Southaven, Mississippi

~DESCRIPTION OF LOT 13~

THIS DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANES COORDINATE SYSTEM, WEST ZONE, NAD 83 GRID VALUES, U.S. SURVEY FEET, USING A SCALE FACTOR OF 0.999966166 AND A CONVERGENCE ANGLE OF 00° 13' 38" CALCULATED AT THE POINT OF COMMENCEMENT OF THIS SURVEY.

A FRACTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AND CONTAINING 0.797 ACRES. THIS PROPERTY BEING LOT 13 OF SILO SQUARE P.U.D, COMMERCIAL AREA 1, PHASE 1. THIS DESCRIPTION BEING IN MORE DETAILS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MS, (N-1982184.76, E-2415429.10) RUN THENCE DUE NORTH A DISTANCE OF 2248.88 FT TO A POINT, THENCE DUE WEST A DISTANCE OF 502.22 FT TO A 1/2" IRON ROD SET ON THE NORTH RIGHT-OF-WAY LINE OF MAY BOULEVARD, THENCE S 89° 50' 47" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 143.97 FT TO A 1/2" IRON ROD SET, SAID 1/2" IRON ROD SET (N-1984433.26, E-2414782.91) BEING THE POINT OF BEGINNING; RUN THENCE S 89° 50' 47" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 143.97 FT TO A 1/2" IRON ROD SET, THENCE N 00° 09' 13" W LEAVING SAID RIGHT-OF-WAY LINE A DISTANCE OF 241.00 FT TO A 1/2" IRON ROD SET, THENCE N 89° 50' 47" E A DISTANCE OF 143.97 FT TO A 1/2" IRON ROD SET, THENCE S 00° 09' 13" E A DISTANCE OF 241.00 FT TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

~DESCRIPTION OF LOT 20~

THIS DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANES COORDINATE SYSTEM, WEST ZONE, NAD 83 GRID VALUES, U.S. SURVEY FEET, USING A SCALE FACTOR OF 0.999966166 AND A CONVERGENCE ANGLE OF 00° 13' 38" CALCULATED AT THE POINT OF COMMENCEMENT OF THIS SURVEY.

A FRACTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AND CONTAINING 0.797 ACRES. THIS PROPERTY BEING LOT 15 OF SILO SQUARE P.U.D, COMMERCIAL AREA 1, PHASE 1. THIS DESCRIPTION BEING IN MORE DETAILS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MS, (N-1982184.76, E-2415429.10) RUN THENCE DUE NORTH A DISTANCE OF 2248.88 FT TO A POINT, THENCE DUE WEST A DISTANCE OF 502.22 FT TO A 1/2" IRON ROD SET ON THE NORTH RIGHT-OF-WAY LINE OF MAY BOULEVARD. SAID 1/2" IRON

~STATE OF MI
~COUNTY OF
~CITY OF SO
~PLANNING CO

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
BY THE SOUTHAVEN PLANNING COMMISSION ON
_____, 2020.

CHAIRPERSON OF PLANNING COMMISSION

ATTEST:

CITY CLERK
CITY OF SOUTHAVEN, MS

~STATE OF MI
~COUNTY OF
~CITY OF SO
~MAYOR'S

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
BY THE MAYOR AND BOARD OF ALDERMEN OF
_____, DAY OF _____

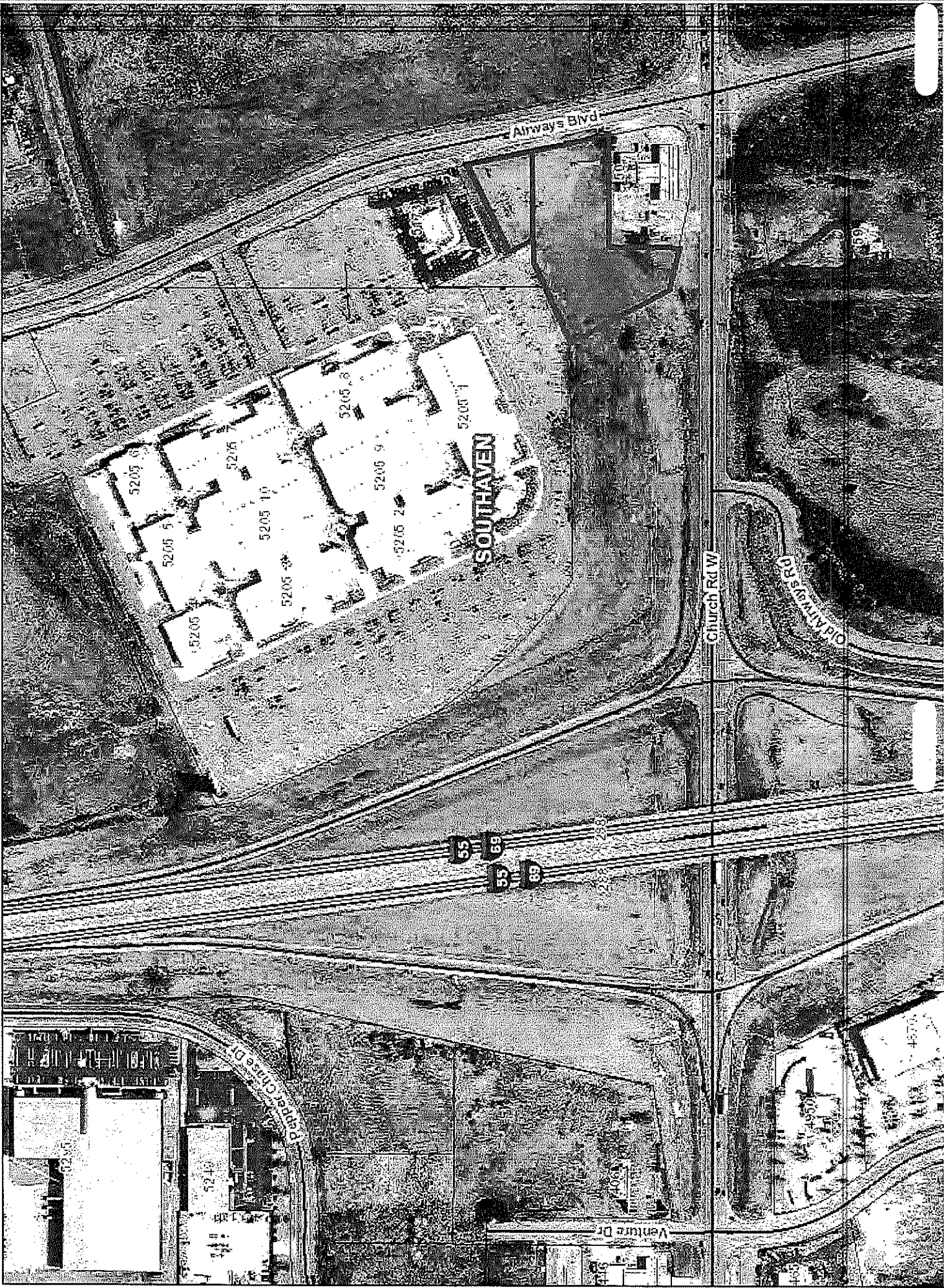
Minutes, City of Southaven, Southaven, Mississippi

City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	January 27, 2020
Public Hearing Body:	Planning Commission
Applicant:	Mid-South Outlet Shop, LLC 3200 Northline Avenue, Suite 360 Greensboro, NC 27408 336-834-6842
Total Acreage:	37.832 acres
Existing Zone:	Planned Unit Development (Plum Point)
Location of Subdivision Application	West side of Airways Blvd., north of Church Road.
Comprehensive Plan Designation:	Planned Commercial (C-4)
Staff Comments: The applicant is requesting subdivision approval to revise the existing Plum Point Area H lots 1-5 Subdivision on the west side of Airways Blvd., north of Church Road. Lots 1-3 are shown to remain the same as previously approved and recorded. Lots 4 and 5 are being proposed to shift some square footage out of lot 4 and add it into lot 5. At present time, lot 4 encompasses 0.614 acres and is situated on the south side of the access drive next to Starbucks. Lot 5 encompasses 2.416 acres and wraps around the existing C-store at the corner of Airways Blvd. and Church Road. The revision would reduce lot 4 to 0.357 acres and increase lot 5 to 2.673 acres.	
Staff Recommendations: The application has met the bulk regulations set forth in the ordinance for such a request. The only thing that concerns staff is the shape of lot 4 now which carries the rear of the lot into a point which would be unbuildable for future development. Staff would feel much more at ease if the applicant could confirm that some type of agreement exists for shared access and parking between the two lots so that we don't create an unbuildable situation. Staff reached out to the applicant and did receive notice stating that there is a pending agreement between Tanger Outlet, the owner of lot 4 and the proposed owner of lot 5 which would allow for cross access and shared parking, which alleviates staffs concern. Staff would ask that this agreement be recorded at the same time as the plat to ensure the concerns are met and recorded.	

Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi

OWNER'S CERTIFICATE

MID-SOUTH OUTLET SHOPS, LLC., OWNER OF THE PROPERTY, THIS AS ITS PLAN OF DEVELOPMENT AND DEDICATES THE RIGHT UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION SOUTHAVEN, MISSISSIPPI FOR PUBLIC USE FOREVER. THE UNDERSIGNED CERTIFIES THAT IT IS THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT THE TAXES ARE CURRENTLY DUE AND PAYABLE.

THIS THE 12th DAY OF July, 2018.

MID-SOUTH OUTLET SHOPS, LLC

BY: MID-SOUTH OUTLET HOLDINGS, LLC, ITS SOLE MEMBER
BY: PEMBROKE ACQUISITION COMPANY, LLC, ITS MANAGER

BY:

THOMAS E. MCDONOUGH, VICE PRESIDENT

NOTARY'S CERTIFICATE

STATE OF NC
COUNTY OF GUILFORD

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, SAID COUNTY AND STATE ON THIS THE 12th DAY OF July, 2018, WITHIN MY JURISDICTION, THE WITHIN NAMED THOMAS E. MCDONOUGH, VICE PRESIDENT OF PEMBROKE ACQUISITION COMPANY, LLC, THE MANAGER OF MID-SOUTH OUTLET HOLDINGS, LLC, THE MANAGER OF MID-SOUTH OUTLET HOLDINGS, LLC, AND THAT FOR SAID OWNER, AND AS ITS ACT AND DEED, HE EXECUTED THE FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY SEEN BY ME, THE NOTARY PUBLIC, AND GIVEN MY HAND AND OFFICIAL SEAL OF OFFICE.

12th DAY OF July, 2018

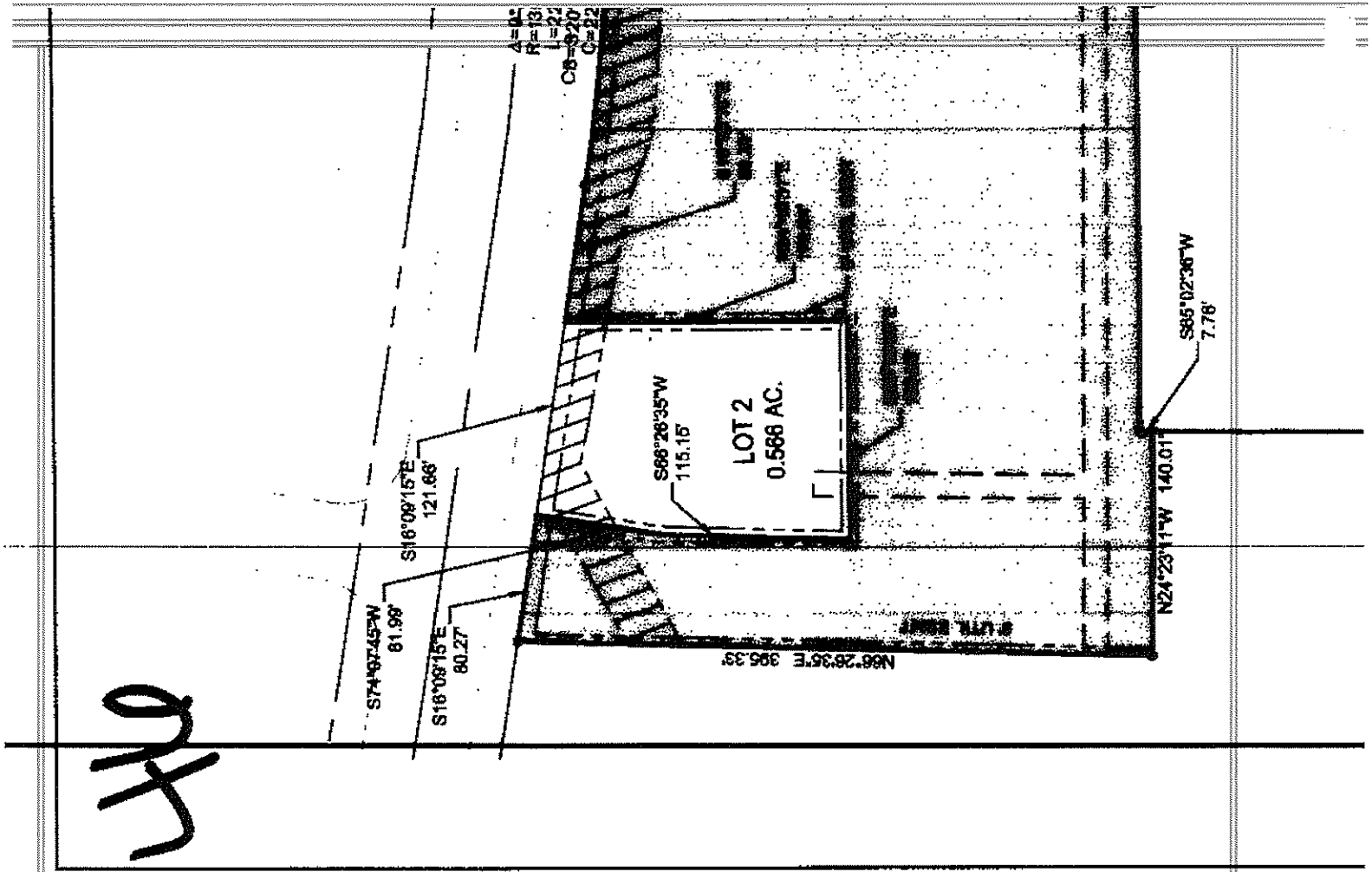
NOTARY PUBLIC

Wendy F. Jones

MY COMMISSION EXPIRES August 24, 2019



Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi

OWNER'S CERTIFICATE

MID-SOUTH OUTLET SHOPS, LLC., OWNER OF THE PROPERTY, HEREBY ADOPTS THIS AS ITS PLAN OF DEVELOPMENT AND DEDICATES THE RIGHT-OF-WAY FOR THE UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI FOR PUBLIC USE FOREVER. THE UNDERSIGNED CERTIFIES THAT IT IS THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES ARE CURRENTLY DUE AND PAYABLE.

THIS THE _____ DAY OF _____, 20____.

MID-SOUTH OUTLET SHOPS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: MID-SOUTH OUTLET HOLDINGS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: PEMBROKE ACQUISITION COMPANY, LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY,
ITS MANAGING MEMBER

BY: _____

NAME: _____

ITS: _____

NOTARY'S CERTIFICATE

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS THE _____ DAY OF _____, 20____, WHO WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT HE/SHE IS VICE PRESIDENT OF PEMBROKE ACQUISITION COMPANY, LLC, THE MANAGER OF MID-SOUTH OUTLET HOLDINGS, LLC, THE SOLE

CITY OF SOUTH

THE CITY OF SOUTH
CONFIRMS ITS
DRAINAGE IMPROVEMENT
AREAS AS WELL

SOUTHAVEN, MISSISSIPPI

APPROVED BY _____

ATTEST

CHAIRMAN

SOUTHAVEN, MISSISSIPPI

APPROVED BY _____
OF _____

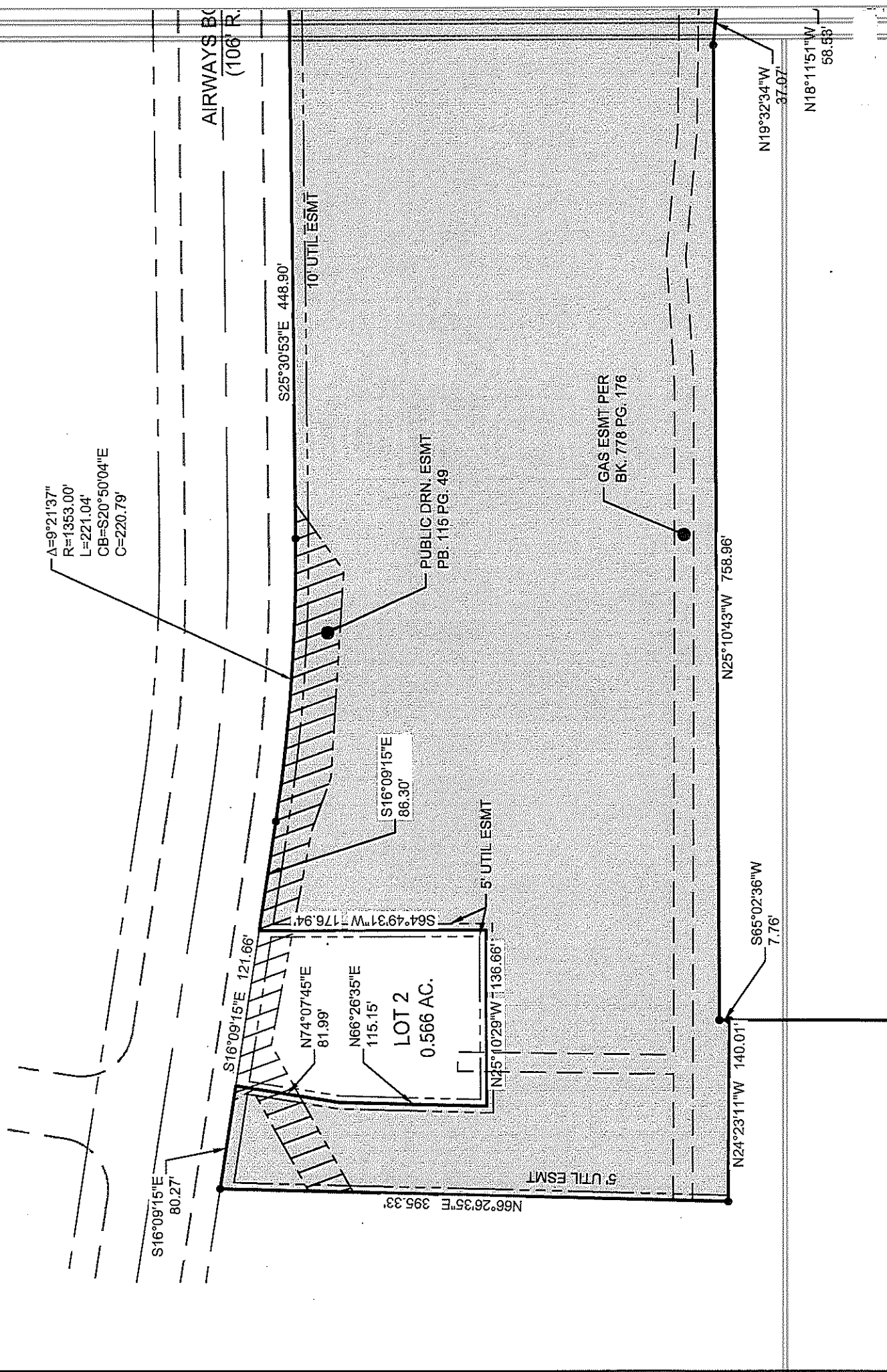
CITY CLERK

MAYOR

STATE OF MISSISSIPPI
COUNTY OF DE SOTO

HEREBY CERTIFIED

Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi

City of Southaven
Office of Planning and Development
Design Review Staff Report



Date of Hearing:	December 30, 2019
Public Hearing Body:	Planning Commission
Applicant:	Medline Industries, Inc. c/o Kate Slattery One Medline Place Mundelein, IL 60060 847-643-4397
Total Acreage:	113 acres
Existing Zone:	Planned Business Park (PBP)
Location of Design Review Application	East side of Hwy. 51 North, north of Star Landing Road
Comprehensive Plan Designation:	Industrial
Staff Comments: The applicant is requesting design review approval for a 1.2 million sq. ft. warehouse building to be located on the east side of Hwy. 51, north of Star Landing Road. The following items were submitted: <u>Building Elevations:</u> The applicant is proposing a single story structure constructed of painted tilt up concrete panels. The color scheme shows shades of white, gray and blue for the overall building. At the office corners the applicant uses large window lines and shades of blue to encapsulate the entrances. Additional tinted windows have been added into every other panel above the standard and dock doors to break up the monotony of the building line. Dock doors have been shown on all sides of the building. The roof line is shown as level with no height variations except at the office locations. There are no other materials proposed for the building facades. <u>Landscaping:</u> The landscape is showing the following: Shade trees all proposed at a 3.5" caliper minimum: - Red maple - Sugar maple - Black gum - White pine - Loblolly pine	

Minutes, City of Southaven, Southaven, Mississippi

- Virginia pine
- Chinese pistache
- Chinkapin oak
- White oak
- Water oak
- Pin oak
- Willow oak
- Shumard red oak
- Nuttall oak
- Bald cypress
- Allee Chinese elm tree
- Everclear lacebark elm

Shrubs have been submitted with a 36” height minimum and are proposed as follows:

- Needlepoint holly
- Crimson fire loropetalum
- Georgia petite indian hawthorne

Additional materials shown are:

- Bermuda
- Lavendar daylily
- Double yellow daylily
- Big blue lilyturf

This site was surveyed for tree mitigation due to the large number of existing hard wood trees on site. It was determined that there were 278 trees which needed to be mitigated on site. The applicant has provided the necessary number to appease the ordinance. The majority of the mitigation trees have been placed in an open area on the south side of the site adjacent to I-55, which will aid in screening portions of the building while also creating a grove type setting. Additional plantings have been placed on the interior of the parking areas, along the main drive and a heavy line on the south side just shy of the disturbed area boundary. There are no proposed plantings on the north end of the site which is primarily due to the existing creek line and no disturb buffer zone in that area.

A photometric plan has not been submitted by the applicant.

Staff Recommendations:

The site plan was submitted and approved prior to this application and the revisions requested have been noted on this plan. The city is currently working on the Pepperchase Extension road and the access points per the site plan report.

The colors and design of the building is conducive to those other large scale warehouses we have approved previously. Staff likes the additional window lines on all four sides which help break up this large building. Staff would recommend adding some height variations in

Minutes, City of Southaven, Southaven, Mississippi

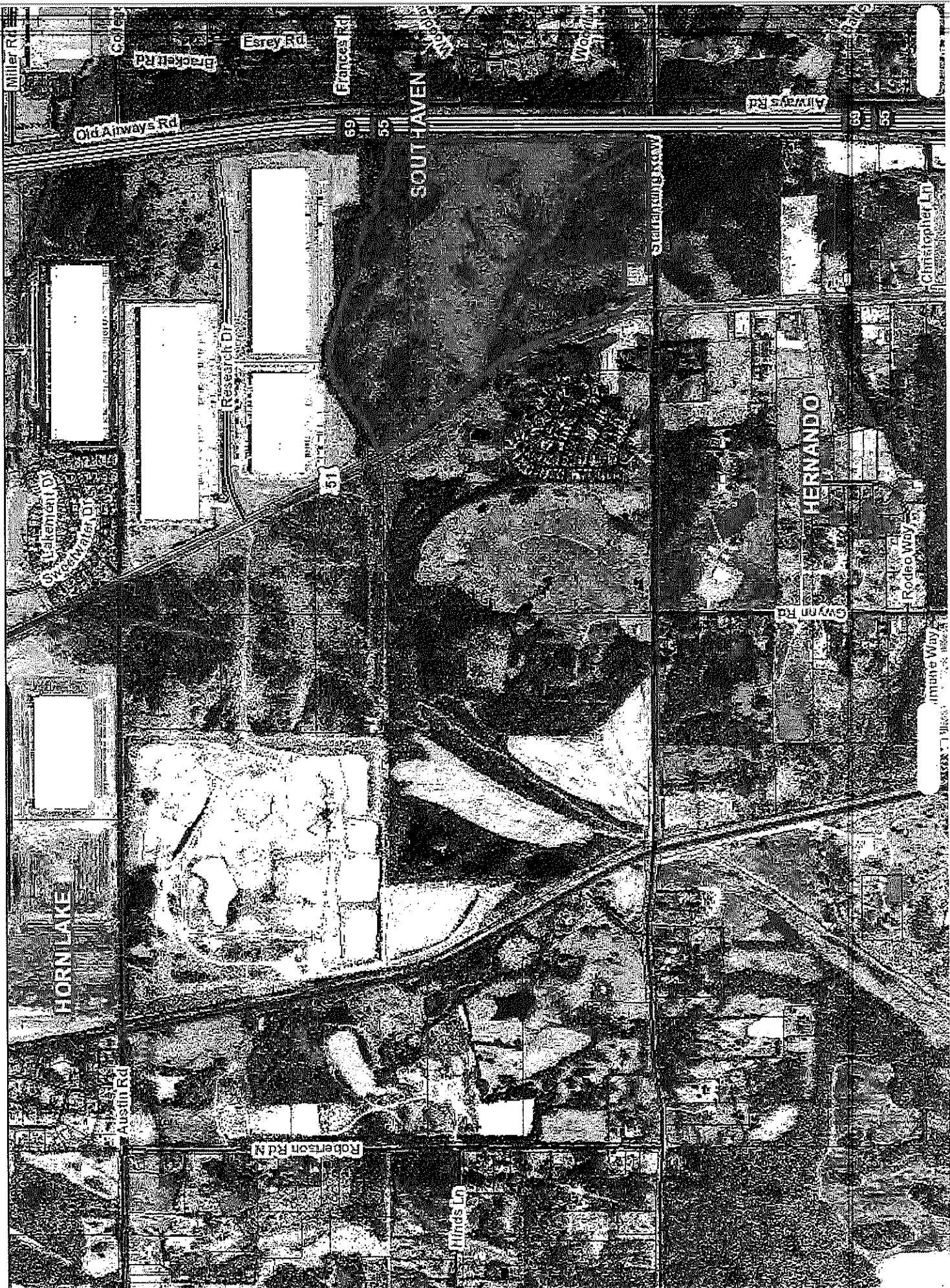
addition along the linear footage of the buildings to aid in breaking up the long wall lines on each elevation.

The applicant has met the minimum size requirements with the landscape detail and has submitted a good variety of materials. Staff is acceptable to the submitted plan and the applicant has provided an irrigation plan which meets the requirements.

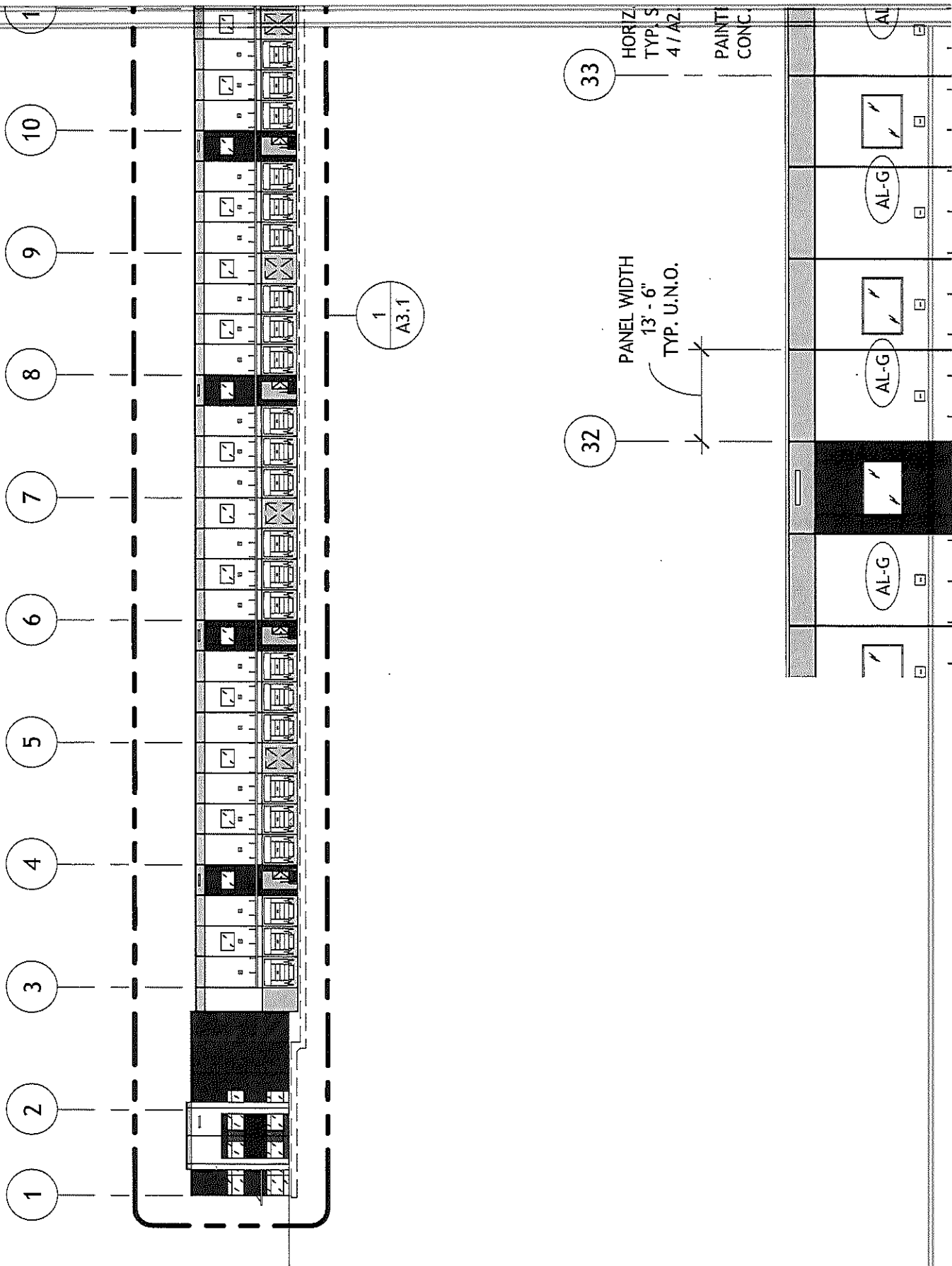
As with all new developments staff would request the decorative acorn lighting at the entrance on Hwy. 51. The applicant should place one on each side of the main entry point; however, they will need to be pushed back to ensure they don't encroach into the OH power easement shown.

Staff has no further comments and recommends approval.

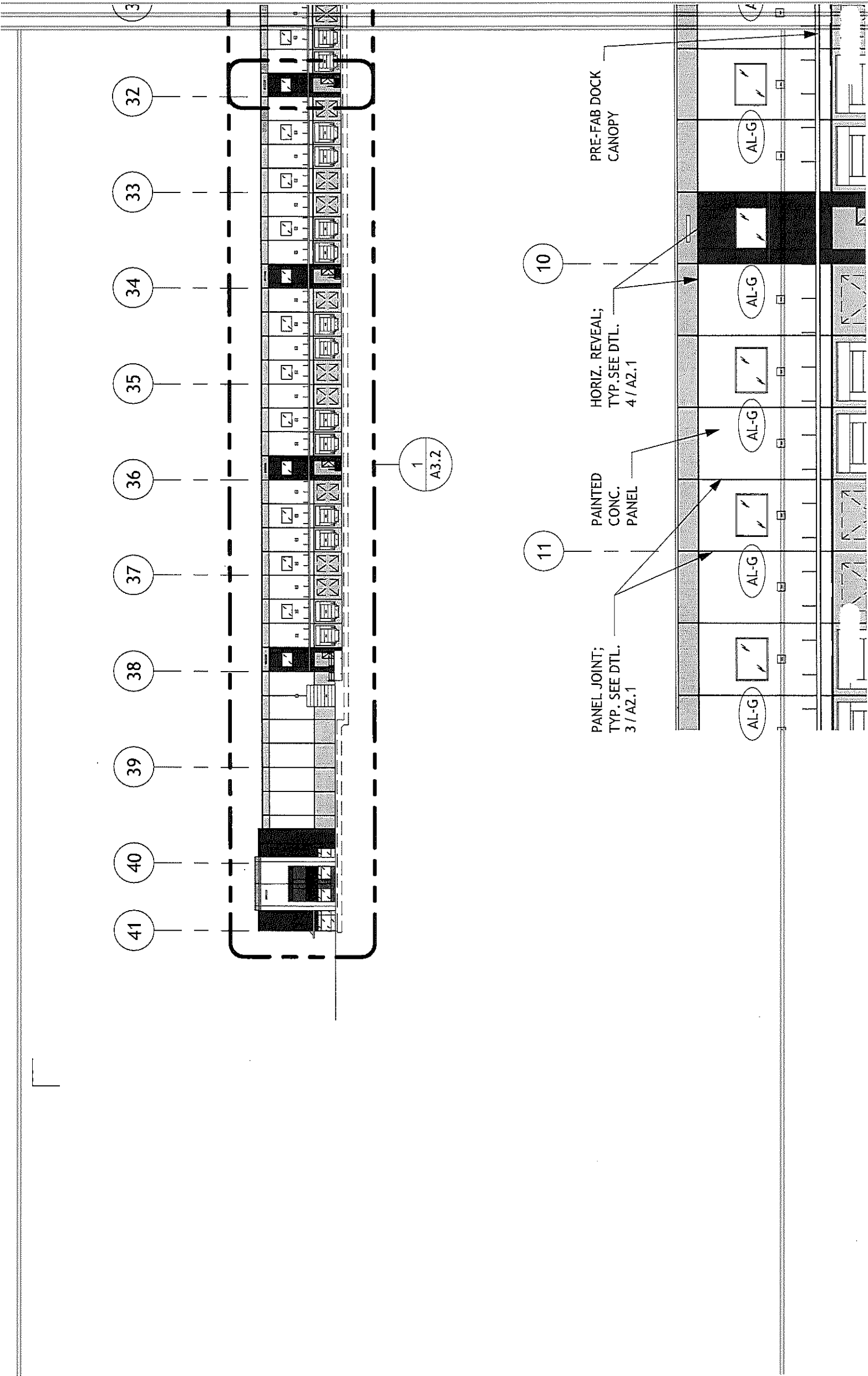
Minutes, City of Southaven, Southaven, Mississippi



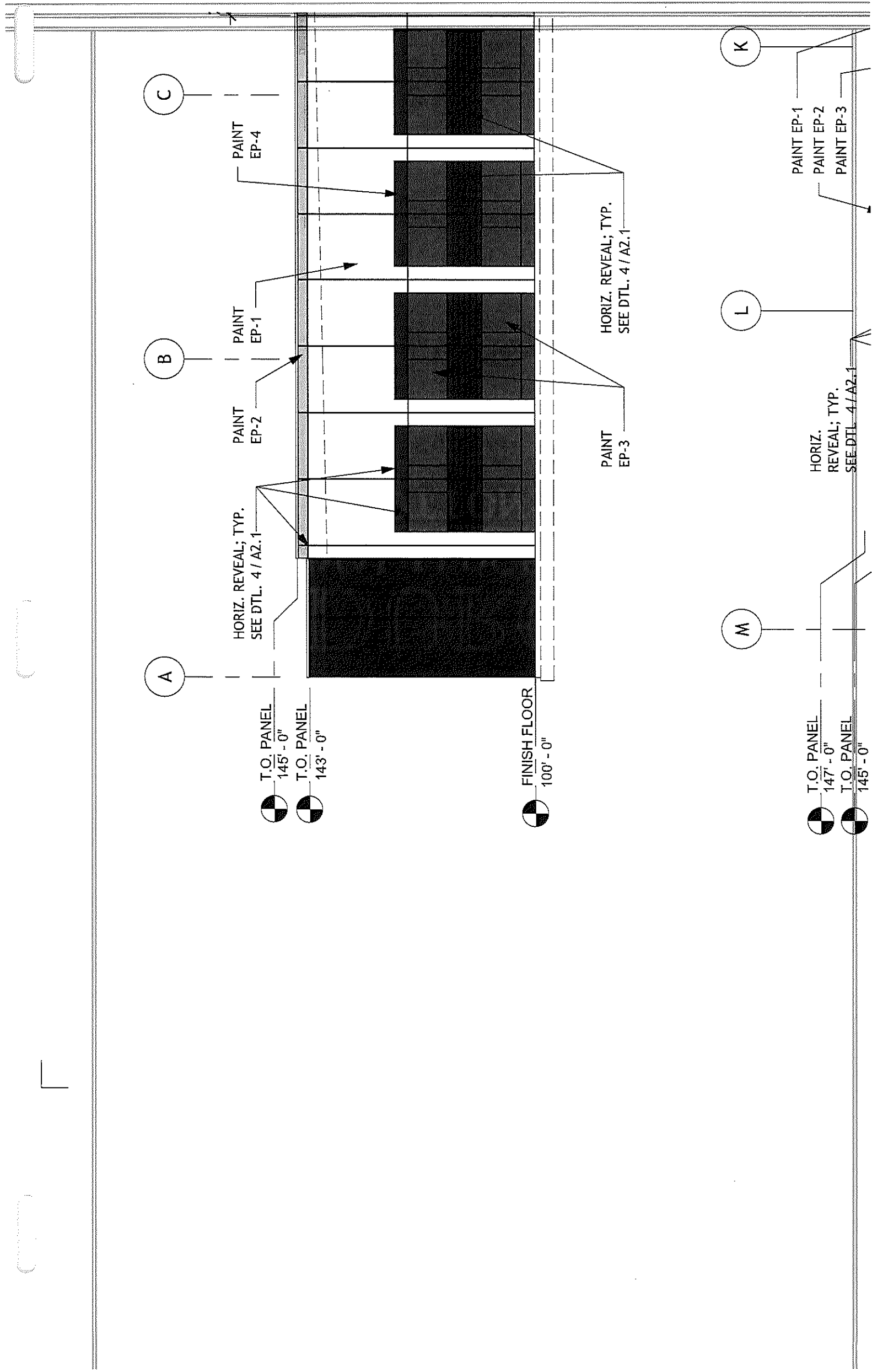
Minutes, City of Southaven, Southaven, Mississippi



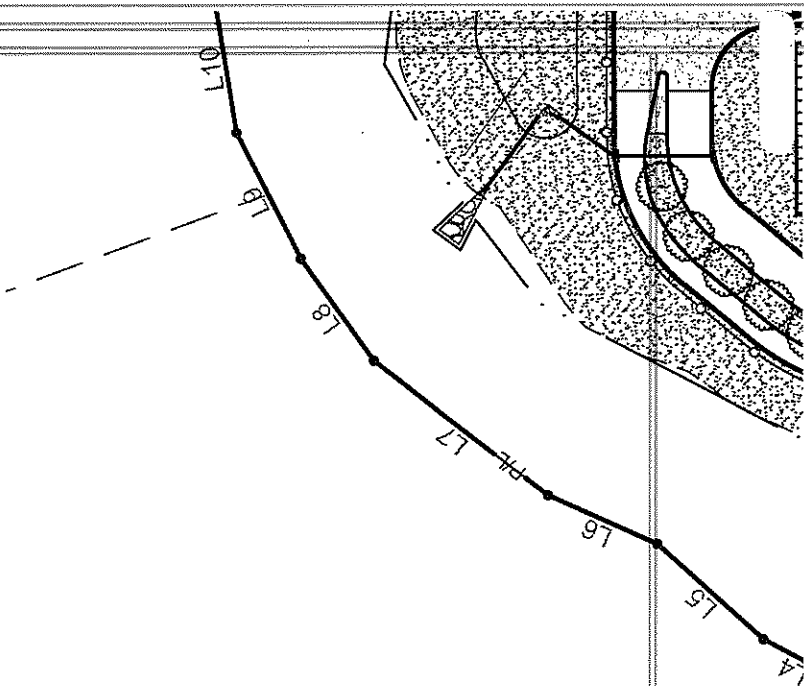
Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi



LANDSCAPE PLAN.dwg
authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Minutes, City of Southaven, Southaven, Mississippi

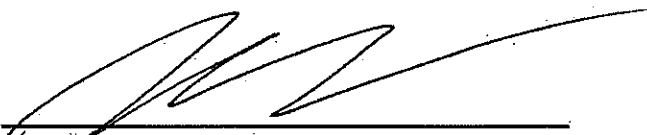
City of Southaven Oath of Office



I, Rachel Weiss, do solemnly swear that I will faithfully support
the Constitution of the United States and the Constitution of the State of Mississippi
and obey the laws thereof; that I am not disqualified from holding the office of
Deputy Court Clerk, and that I will faithfully discharge the duties of
the office upon which I am about to enter, SO HELP ME GOD.

Signed 

Sworn to and subscribed before me this the 29th day of January, 2020.


Joseph D. Neyman, Municipal Court Judge



Minutes, City of Southaven, Southaven, Mississippi

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI REPEALING THE SOUTHAVEN CODE OF
ORDINANCES TITLE IX, CHAPTER 1, SECTION 9-13**

WHEREAS, Mississippi Code Section 21-37-3 provides the City of Southaven (“City”) shall have the power to exercise full jurisdiction in the matter of streets, and

WHEREAS, Mississippi Code Section 21-17-5 provides the City shall have the power to alter, modify and repeal orders, resolutions or ordinances with respect to such municipal affairs, property and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972; and

WHEREAS, the City Governing Authorities previously approved an Ordinance prohibiting parking in bike lanes during certain times, as more fully set forth in Title IX, Chapter 1, Section 9-13 (“Ordinance”), which was to take effect on March 1, 2020; and

WHEREAS, the City Governing Authorities desire to review the parking requirements for bike lanes on a case-by-case basis; and

WHEREAS, the City Governing Authorities desires to repeal the Ordinance; and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, THAT BY RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO REPEAL THE CITY OF SOUTHAVEN CODE OF ORDINANCE, TITLE IX, CHAPTER 1, SECTION 9-13 AS FOLLOWS:

1. City Code of Ordinance Title IX, Chapter 1, Section 9-13 is repealed.

NOW, THEREFORE BE IT ORDERED that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice for the repeal CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE IX, CHAPTER 1, SECTION 9-13 in the *Desoto Times* for one (1) time.

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

Alderman Kristian Kelly	voted: Absent
Alderman Charlie Hoots	voted: Yes
Alderman George Payne	voted: Yes
Alderman Joel Gallagher	voted: Yes
Alderman John Wheeler	voted: Yes
Alderman Raymond Flores	voted: Yes
Alderman William Brooks	voted: Yes

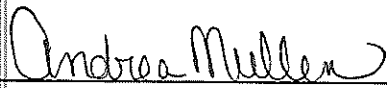
Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 4th day of February, 2020.

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 
DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

FINAL RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING APPLICATION OF ALAN RITCHEY, INC. FOR EXEMPTION FROM AD VALOREM TAXATION

The Board took up for consideration the matter of granting tax exemption from ad valorem taxes for Alan Ritchey, Inc. ("Alan") the following Resolution, being first reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING FINAL
APPROVAL OF AD VALOREM TAX EXEMPTION TO ALAN RITCHEY,
INC.

WHEREAS, heretofore, Alan is authorized to do business and doing business in Southaven, DeSoto County, Mississippi, filed with the Mayor and Board of Aldermen of the City of Southaven, Mississippi, an application for exemption from ad valorem taxes, except school district, parks and library taxes and the State mandated County levies, for a period of five (5) years on personal property in the total amount of \$942,194.00, which said application was approved by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, subject to the approval of the Department of Revenue of the State of Mississippi; and

WHEREAS, on the 14th day of January, 2020, the Department of Revenue of the State of Mississippi approved said application as attached hereto as Exhibit A; and

Minutes, City of Southaven, Southaven, Mississippi

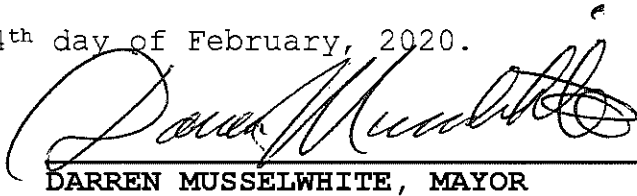
WHEREAS, a copy of the aforesaid Department of Revenue's approval has been received by the Mayor and Board of Aldermen of the City of Southaven, Mississippi and recorded in its minutes.

NOW, THEREFORE, in consideration of the premises, the Mayor and Board of Aldermen of the City of Southaven, Mississippi, do hereby finally approve said Alan's application for ad valorem tax exemption, except school district, parks and library taxes and the State mandated County levies, for a period of five (5) years on personal property in the total amount of \$942,194.00 from and after January 1, 2020.

The foregoing Resolution granting to Allen tax exemption made on motion by Alderman Brooks and seconded by Aldermen Wheeler, and that the following vote was taken on this action:

Alderman Kristian Kelly	ABSENT
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman John Wheeler	YES
Alderman Raymond Flores	YES
Alderman William Brooks	YES
Alderman Charlie Hoots	YES

RESOLVED AND DONE this the 4th day of February, 2020.


DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

January 14, 2020

Ms. Andrea Mullen, City Clerk
DeSoto County - Southaven
8710 Northwest Dr.
Southaven, MS 38671

Applicant: Alan Ritchey, Inc.
Applicable Code Section: MCA §27-31-101
Date of Completion: October 1, 2019
Date Filed: November 11, 2019

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ NO ACTION – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ INCOMPLETE DOCUMENTATION – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor’s Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ REQUEST IS CERTIFIED AS INELIGIBLE – This request is ineligible under the cited section of law.
- ☒ REQUEST IS CERTIFIED AS ELIGIBLE – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	\$942,194.00	\$942,194.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	\$942,194.00	\$942,194.00
☐ Ineligible Property(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to ind exemptions@dor.ms.gov.

Minutes, City of Southaven, Southaven, Mississippi

CERTIFICATE OF CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, Andrea Mullen, City Clerk for the City of Southaven, Mississippi do hereby certify that this is a true and correct copy of the Resolution Granting Application of Alan Richey, Inc. for exemption from Ad Valorem Taxation that was adopted at the Regular Meeting of the Mayor and Board of Aldermen of the City of Southaven, Mississippi on the 4th day of February 2020 and is on file in the City Clerk's Office at 8710 Northwest Drive, Southaven, Mississippi.

This the 6th day of February, 2020


Andrea Mullen, City Clerk



Minutes, City of Southaven, Southaven, Mississippi

City of Southaven

At The Top of Mississippi



Park Facility Rental Application

Facility Name: Snowden House

Date of Request: 2/16/2020

Time of Event: From 6:00 am/pm to 8:00 am/pm

Estimated Attendance: 50

Purpose of Event: High School Team Banquet

Will alcohol be served: YES ☐ NO ☒ (If yes, please fill out Alcohol Request Form). *Alcohol consumption must be approved the Board of Aldermen

Name of Person/Organization: Lewisburg High School Dance Team

Is your organization non profit? YES ☐ NO ☒ *For profit events must be approved by the Board of Aldermen

Contact Name: Lauree Norris

Address: 4828 Henry Drive

City: Southaven State: MS Zip: 38672

Primary Phone Number: 901-268-2533

Secondary Phone Number:

Email Address: lauree.norris@dcsmc.org

Minutes, City of Southaven, Southaven, Mississippi

[REDACTED]

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

*No alcohol is allowed on premises without prior Board of Aldermen approval. Violation of this will result in loss of deposit.

*No smoking is allowed in any building. Violation of this will result in loss of deposit.

* No use of candles in any building. Violation of this will result in loss of deposit.

*No one under the age of 21 year can rent any facility.

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

Name: Laurie Morris Date: 2/3/2020

[REDACTED]

Rental Fee: _____ Date Paid: _____

Rental Deposit: _____ Date Paid: _____

Key Number: _____ Date Received: _____ Date Returned: _____

Today's Date: _____ Employee: _____

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven

At The Top of Mississippi



Alcohol Request Form

1. Facility Name: _____
2. Name of Renter/Organization: _____
3. Date of Event: _____
4. Type of Event: _____
5. Time of Event: From ____:____ am/pm to ____:____ am/pm
6. Types of Alcohol to be served: _____
7. Will security be present: YES _____ NO _____ If yes, who will provide security: _____

Board Approval: YES _____ NO _____ DATE _____

Date Renter Notified: _____

Employee: _____

Minutes, City of Southaven, Southaven, Mississippi

I acknowledge and accept the terms of this agreement for use of City property. I accept responsibility for damage to City property and understand that I may be billed additionally for the cost to repair any damage that may occur during the event. The event for which I will use City property is as follows:

Date Time Place - 2/16/2020 6pm - 8pm

Building - Snowden House

Name & Address Describe Event

Lewisburg High School End of Year Banquet for
Dance Team

Signature of Responsible Party/s

Laurie Norris

Print Name

Laurie Norris

Address

Lewisburg High - 1755 Craft Rd Olive Branch MS 38654

Phone #

901-268-2533

Minutes, City of Southaven, Southaven, Mississippi

BUTLER | SNOW

February 4, 2020

VIA E-MAIL TO CWILSON@SOUTHAVEN.ORG

City of Southaven, Mississippi
Attn: Chris Wilson, Chief Administrative Officer
8710 Northwest Drive
Southaven, MS 38671

RE: City of Southaven, Mississippi Fiscal Year 2019 Continuing Disclosure

Dear Mr. Wilson:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Southaven, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2019.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2019 to be filed on or before March 27, 2019.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

Minutes, City of Southaven, Southaven, Mississippi

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

Minutes, City of Southaven, Southaven, Mississippi

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

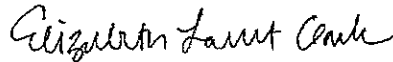
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

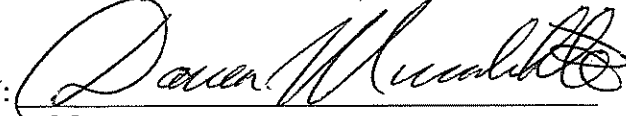
BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF SOUTHAVEN, MISSISSIPPI

BY: 
Mayor

Dated: 2-6-2020

Cc: Nick Manley, Esq., City of Southaven, Mississippi - City Attorney
(Via email to: nick.manley@butlersnow.com)

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

THE CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
Mayor

Dated: _____

Minutes, City of Southaven, Southaven, Mississippi



The City of Southaven Docket Recap February 04, 2020

General Fund	466,730.48
Balance Sheet	-
Mayor Admin	55.82
Board of Aldermen	604.25
Arts And Cultural Affairs	2,750.83
Court	2,733.98
Finance & Administration	419.03
Information Technology	7,992.25
City Clerk	2,286.19
Operations Department	-
Planning & Engineering	2,275.99
Police	108,827.42
Fire	9,927.45
Fire Prevention	169.99
EMS	5,172.14
Public Works	7,659.74
Streets	68,419.73
Parks	48,961.12
Park Tournaments	16,344.50
Code Enforcement	3,353.53
City Fuel	14,361.96
Expense Accounts	164,414.56
Administrative Expenses	-
Litigation	-
Liability Insurance	-
Professional Dues	-
Bond Funded CAP Proj	137,187.91
Tourist & Convention	146,911.58
Debt Service	-
Utility Fund	257,456.31
Sanitation Fund	54.82
Payroll Fund	494,810.81
DOCKET TOTAL	1,503,151.91

Minutes, City of Southaven, Southaven, Mississippi



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CITY OF SOUTHAVEN
FY20 CLAIMS DOCKET C-020420

P 1
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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
115			BOARD OF ALDERMAN				
115	626900		TRAVEL & TRAINING				
001339	CREDIT CARD CENTER	1-18-2020	335726	0 2020 4 INV A	604.25 C-020420		CREDIT CARD PAYMENT
INVOICE:			FULL DESC:	CREDIT CARD PAYMENT (JANUARY 2020)			
				ACCOUNT TOTAL	604.25		
				ORG 115 TOTAL	604.25		
120			ARTS AND CULTURAL AFFAIRS				
120	622100		PROFESSIONAL FEES				
001361	SAM'S CLUB DIRECT	2-08-20	336127	0 2020 4 INV A	185.20 C-020420		SAM'S CLUB 2/8/20
INVOICE:			FULL DESC:	SAM'S CLUB 2/8/20			
004489	JOHNSON CINDY	101-20	335908	0 2020 4 INV A	495.00 C-020420		AEROBICS CLASS/JAN.
INVOICE:			FULL DESC:	AEROBICS CLASS/JAN. 15-17-22-24 & 27, 2020			
013370	CAIN, MARY	3-20	335569	0 2020 4 INV A	60.00 C-020420		LINE DANCE (JAN. 1,
INVOICE:			FULL DESC:	LINE DANCE (JAN. 1, 2020 - 3 HOURS)			
013370	CAIN, MARY	4-20	335910	0 2020 4 INV A	60.00 C-020420		LINE DANCING (JAN.
INVOICE:			FULL DESC:	LINE DANCING (JAN. 23, 2020 FOR 3 HOURS)			
					120.00		
017200	SMITH JOYCE W	117-20	335570	0 2020 4 INV A	90.00 C-020420		YOGA INSTRUCTOR-CHA
INVOICE:			FULL DESC:	YOGA INSTRUCTOR-CHAIR JAN 4 & 17/MAT JAN 15, 2020			
017200	SMITH JOYCE W	124-20	335986	0 2020 4 INV A	90.00 C-020420		INSTRUCTOR
INVOICE:			FULL DESC:	INSTRUCTOR			
					180.00		
017272	PERKINS WENDY	116-20	335580	0 2020 4 INV A	210.00 C-020420		AEROBICS (JAN 6-7-9
INVOICE:			FULL DESC:	AEROBICS (JAN 6-7-9-14- & 16, 2020)			
021019	CAIN LINDA A	422-20	335563	0 2020 4 INV A	60.00 C-020420		LINE DANCE/EVENING
INVOICE:			FULL DESC:	LINE DANCE/EVENING CLASS (JAN. 13, 2020 - 3 HOURS)			
021019	CAIN LINDA A	423-20	335909	0 2020 4 INV A	60.00 C-020420		LINE DANCING (JAN.
INVOICE:			FULL DESC:	LINE DANCING (JAN. 20, 2020)			
					120.00		
021618	SHINDIGZ	Z23903620001	335852	0 2020 4 INV A	317.16 C-020420		SENIOR SUPPLIES
INVOICE:			FULL DESC:	SENIOR SUPPLIES			
029120	YOUNG LEASING CO	INV3493316	335851	0 2020 4 INV A	1,123.47 C-020420		AAA50825 - SENIOR S
INVOICE:			FULL DESC:	AAA50825 - SENIOR SERVICES			
				ACCOUNT TOTAL	2,750.83		
				ORG 120 TOTAL	2,750.83		

Minutes, City of Southaven, Southaven, Mississippi



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CITY OF SOUTHAVEN
FY20 CLAIMS DOCKET C-020420

ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
125							
125	621500						
001427 AL WILLIAMS BAIL BON	1-28-2020		335962	0	500.00	C-020420	BOND REMISSION - DY
INVOICE:			FULL DESC:	BOND REMISSION - DYLAN CARLISLE			
025008 COOPER ANTHONY ROBY	1-29-2020		336135	0	150.00	C-020420	CASH BOND REFUND
INVOICE:			FULL DESC:	CASH BOND REFUND			
031325 BLAND DANIEL L	1-22-2020		335696	0	59.00	C-020420	CASH BOND REFUND
INVOICE:			FULL DESC:	CASH BOND REFUND			
031326 JIMENEZ DIANA R	1-22-2020		335697	0	200.00	C-020420	CASH BOND REFUND
INVOICE:			FULL DESC:	CASH BOND REFUND			
031343 COOPER DEUKA DOMINIQ	1-29-2020		336134	0	57.00	C-020420	CASH BOND REFUND
INVOICE:			FULL DESC:	CASH BOND REFUND			
				ACCOUNT TOTAL	966.00		
125	621501						
024253 AMERICAN MUNICIPAL S	45010		335963	0	167.13	C-020420	COLLECTION FEE DECE
INVOICE:	45010		FULL DESC:	COLLECTION FEE DECEMBER 2019			
				ACCOUNT TOTAL	167.13		
125	621505						
007600 OFFICE DEPOT		426113979001	336074	0	94.99	C-020420	DESK FOR PUBLIC DEF
INVOICE:	426113979001		FULL DESC:	DESK FOR PUBLIC DEFENDER			
007600 OFFICE DEPOT		427498224001	336131	0	47.98	C-020420	COURT STAMPS
INVOICE:	427498224001		FULL DESC:	COURT STAMPS			
007600 OFFICE DEPOT		430135668001	336133	0	129.45	C-020420	OFFICE SUPPLIES
INVOICE:	430135668001		FULL DESC:	OFFICE SUPPLIES			
007600 OFFICE DEPOT		430138338001	336132	0	13.43	C-020420	PENS FOR JUDGE
INVOICE:	430138338001		FULL DESC:	PENS FOR JUDGE			
				ACCOUNT TOTAL	285.85		
014117 MADISON SIGNS LLC		14037	335572	0	1,015.00	C-020420	COURT ORDERS & ORDE
INVOICE:	14037		FULL DESC:	COURT ORDERS & ORDER OF CONTINUANCE FORMS			
				ACCOUNT TOTAL	1,300.85		
125	622100						
023431 SMITH CHARLES NICK		1-22-2020	335670	0	200.00	C-020420	SPECIAL JUDGE - JAN
INVOICE:			FULL DESC:	SPECIAL JUDGE - JANUARY 22, 2020 (1/2 DAY)			
031110 TURNER RITA		1-22-2020	335671	0	100.00	C-020420	DEAF INTERPRETER SE
INVOICE:			FULL DESC:	DEAF INTERPRETER SERVICES - JESSICA BASSHAM			
				ACCOUNT TOTAL	300.00		

Minutes, City of Southaven, Southaven, Mississippi



01/30/2020 15:13 CITY OF SOUTHAVEN P 3
154Uppyle FY20 CLAIMS DOCKET C-020420 apinvgl

ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
145	610400			ORG 125	TOTAL		2,733.98
145	004975 BAREFIELD WORKPLACE	1110179	336136	DEPARTMENT OF FINANCE & ADMIN			
	INVOICE: 1110179			OFFICE SUPPLIES			
				2020 4 INV A			
				FULL DESC: WHITE BINDERS (FOR JANICE-HR DEPT)	10.68	C-020420	WHITE BINDERS (FOR
007600 OFFICE DEPOT	410429690001	410429690001	336013	2020 4 INV A	103.35	C-020420	INK, FOLDER LABELS
INVOICE: 410429690001				INK, FOLDER LABELS			
				ACCOUNT TOTAL	114.03		
145	622100			PROFESSIONAL SERVICES			
018766 GOVERNMENT FINANCE	268707	335708	0	2020 4 INV A	305.00	C-020420	C. WILSON/E. MCILWA
INVOICE: 268707				FULL DESC: C. WILSON/E. MCILWAIN MEMBERSHIP			
				ACCOUNT TOTAL	305.00		
				ORG 145	TOTAL		419.03
150	610400			INFORMATION TECHNOLOGY			
150	007600 OFFICE DEPOT	417986803001	336119	OFFICE SUPPLIES			
INVOICE: 417986803001				2020 4 INV A			
				FULL DESC: ITEC SUPPLIES	50.58	C-020420	ITEC SUPPLIES
007600 OFFICE DEPOT	417986803002	417986803002	336118	2020 4 INV A	18.42	C-020420	ITEC SUPPLIES
INVOICE: 417986803002				FULL DESC: ITEC SUPPLIES			
007600 OFFICE DEPOT	430328294001	430328294001	336116	2020 4 INV A	54.18	C-020420	ITEC SUPPLIES
INVOICE: 430328294001				FULL DESC: ITEC SUPPLIES			
007600 OFFICE DEPOT	430328644001	430328644001	336117	2020 4 INV A	23.97	C-020420	ITEC SUPPLIES
INVOICE: 430328644001				FULL DESC: ITEC SUPPLIES			
					147.15		
026785 BEST BUY	1033070	335714	0	2020 4 CRM A	-12.13	C-020420	INV. # 3916888 SALE
INVOICE: 1033070				INV. # 3916888 SALE TAX CREDIT			
026785 BEST BUY	4337998	335713	0	2020 4 CRM A	-3.50	C-020420	CREDIT - INV# 42981
INVOICE: 4337998				FULL DESC: CREDIT - INV# 4298174-SALE TAX CREDIT			
					-15.63		
				ACCOUNT TOTAL	131.52		
150	610500			COMPUTERS			
007600 OFFICE DEPOT	2376387285	336070	0	2020 4 INV A	147.99	C-020420	IT SUPPLIES FOR PD
INVOICE: 2376387285				IT SUPPLIES FOR PD			
007600 OFFICE DEPOT	2376733888	336073	0	2020 4 INV A	39.99	C-020420	ITEC SUPPLIES
INVOICE: 2376733888				ITEC SUPPLIES			
					187.98		
016787 HEMKER PORTRAITS	10299	335903	0	2020 4 INV A	1,028.00	C-020420	DEPT. PORTRAIT FRAM
INVOICE: 10299				FULL DESC: DEPT. PORTRAIT FRAME & MOUNT			

Minutes, City of Southaven, Southaven, Mississippi

01/30/2020 15:13
1540ppyle

CITY OF SOUTHAVEN
FY20 CLAIMS DOCKET C-020420

YEAR/PERIOD: 2020/1 TO 2020/5									
ACCOUNT/VENDOR		DOCUMENT	VOUCHER PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION	
023276 NEWEGG BUSINESS INC INVOICE: 1239758320	1239758320	336121 FULL DESC:	0	2020	4 INV A	371.97 C-020420		WIRELESS ACCESS POI	
			WIRELESS ACCESS POINTS						
			0	2020	4 INV A	3,150.00 C-020420			SWITCHES
			FULL DESC:						
			0	2020	4 INV A	499.95 C-020420			ACCESS POINTS
023276 NEWEGG BUSINESS INC INVOICE: 1302596303	1302596303	336096 FULL DESC:	0	2020	4 INV A	-299.97 C-020420		ACCESS POINTS RETURN	
			ACCESS POINTS						
023276 NEWEGG BUSINESS INC INVOICE: 1302609620	1302609620	336120 FULL DESC:	0	2020	4 CRM A				
			ACCESS POINTS RETURN						
						3,721.95			
026785 BEST BUY INVOICE: 3896667-S	3896667-S	335712 FULL DESC:	0	2020	4 INV A	3.50 C-020420		3896667 - SHORT PAI	
			3896667 - SHORT PAID						
			0	2020	4 INV A	84.97 C-020420			ITEC SUPPLIES
			FULL DESC:						
			0	2020	4 INV A	39.99 C-020420			DVD DRIVE FOR ITEC
026785 BEST BUY INVOICE: 4344662	4344662	335954 FULL DESC:	0	2020	4 INV A	264.95 C-020420		ITEC SUPPLIES	
			DVD DRIVE FOR ITEC COMPUTER						
026785 BEST BUY INVOICE: 4357226	4357226	336017 FULL DESC:	0	2020	4 INV A				
			ITEC SUPPLIES						
						393.41			
ACCOUNT TOTAL						5,331.34			
150 611300 003874 AUTO ZONE INVOICE: 9643217	9643217	335902 FULL DESC:	0	2020	4 INV A	94.14 C-020420		CAR MAINT.	
			CAR MAINT.						
007304 O'REILLYS AUTO PARTS INVOICE: 1257-447707	1257-447707	335837 FULL DESC:	0	2020	4 INV A	80.97 C-020420		CAR MAINTENANCE	
			CAR MAINTENANCE						
029563 LANDERS FORD SOUTH INVOICE: 116837C	116837C	335956 FULL DESC:	0	2020	4 INV A	58.15 C-020420		VEHICLE MAINTENANCE	
			VEHICLE MAINTENANCE						
ACCOUNT TOTAL						233.26			
150 614000 006919 FUELMAN INVOICE: NP57601296	NP57601296	335971 FULL DESC:	0	2020	4 INV A	28.12 C-020420		ITEC FUEL	
			ITEC FUEL						
			0	2020	4 INV A	79.59 C-020420			ITEC FUEL
			FULL DESC:						
			ITEC FUEL						
ACCOUNT TOTAL						107.71			
150 626900 007569 HITT GEORGIA INVOICE: 1-24-2020	1-24-2020	335882 FULL DESC:	0	2020	4 INV A	184.00 C-020420		NECI INSTRUCTOR'S C	
			TRAVEL & TRAINING						
			NECI INSTRUCTOR'S CLASS-PHILADELPHIA, MS						
016691 ROSENBERG DEBORAH INVOICE: 1-24-20	1-24-20	335838 FULL DESC:	0	2020	4 INV A	184.00 C-020420		NECI INSTRUCTORS C	

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DESCRIPTION

TOTAL	368.00
TOTAL	6,171.83

426528327001	335798	0	2020	4	INT	OFFICE SUPPLIES
						CITY CLERK
						OFFICE SUPPLIES
						2020
						4
						INT
						OFFICE SUPPLIES
						FULL DESC:
						OFFICE SUPPLIES

1Q9Q3TRTW4GX	336123	0	2020	4	INV A	20.91	C-020420
FULL DESC: LEGAL EXPANDING FILES/HANGING WALL FILE							

ACCOUNT TOTAL

2-08-20 336127 0 2020 4 INV A
FULL DESC: SAM'S CLUB 2/8/20 OFFICE SUPPLY-INVENTORY

415624385001	335832	0	2020	4	INV A	299.99	C-020420
FULL DESC:		DRAGON PRO					
418252219001	336125	0	2020	4	INV A	55.47	C-020420
FULL DESC:		ENVELOPES/LABELS					
419279047001	336126	0	2020	4	INV A	38.06	C-020420
FULL DESC:		END TAB FOLDERS					
419285586001	336124	0	2020	4	INV A	8.38	C-020420
FULL DESC:		LABELS- END TAB					
427304043001	336093	0	2020	4	INV A	22.39	C-020420
FULL DESC:		OFFICE SUPPLIES					

ACCOUNT TOTAL	450.74
	424.29

1-18-2020	335726	0	2020 4 INV A	PROFESSIONAL SERVICES
				FULL DESC: CREDIT CARD PAYMENT (JANUARY 2020)

1-24-2020	335707	0	TELEPHONE & POSTAGE	ACCOUNT TOTAL
			2020 4 INV A	
			FULL DESC: 106000610977-POSTAGE LOAD	

300133562	335722	0	2020	4	INV A
FULL DESC: CUP R&W MGMT C-STORE					
ADVERTISING					
ACCOUNT TOTAL					

2020 4 INV A	59.98
MGMT C-STORE	
ACCOUNT TOTAL	59.98

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1	TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
180 180 006685 DEX IMAGING INVOICE:	610400		AR4893901	PLANNING / ENGINEERING DEPT OFFICE SUPPLIES 335905 0 2020 4 INV A FULL DESC: #MP212272 - CANON/C255IF	2020 4 INV A	7.04 C-020420		#MP212272 - CANON/C
030629 AMAZON CAPITAL INVOICE:			1Q9Q3TRTM4GX	336123 0 2020 4 INV A FULL DESC: LEGAL EXPANDING FILES/HANGING WALL FILE	2020 4 INV A	38.93 C-020420		LEGAL EXPANDING FIL
				ACCOUNT TOTAL		45.97		
180 029563 LANDERS FORD SOUTH INVOICE: 112689	611300		112689	335906 0 2020 4 INV A FULL DESC: MOTOR VEH REPAIRS/MAINT VEHICLE MAINT.	2020 4 INV A	92.88 C-020420		VEHICLE MAINT.
				ACCOUNT TOTAL		92.88		
180 001160 NEEL-SCHAFFER INC INVOICE:	622100		1062531-3	336014 0 2020 4 INV A FULL DESC: PROFESSIONAL FEES D/C STRMWATER IMPL. MGMT.	2020 4 INV A	1,523.12 C-020420		D/C STRMWATER IMPL.
				ACCOUNT TOTAL		1,523.12		
				ORG 180 TOTAL		1,661.97		
211 211 030629 AMAZON CAPITAL INVOICE:	610100		17GINQMPK17	POLICE DEPARTMENT CLEANING SUPPLIES 335706 0 2020 4 CRM A FULL DESC: #ANKP067K88KPB-CREDIT MEMO FOR 1FHPVC9QWCQM RETURN	2020 4 CRM A	-55.84 C-020420		#ANKP067K88KPB-CRED
				ACCOUNT TOTAL		-55.84		
211 006685 DEX IMAGING INVOICE:	610400		AR4888224	335678 0 2020 4 INV A FULL DESC: OFFICE SUPPLIES #MP7313 - BOOKING #2 (SPD)	2020 4 INV A	12.43 C-020420		#MP7313 - BOOKING #
007600 OFFICE DEPOT INVOICE: 419731195001			419731195001	336113 0 2020 4 INV A FULL DESC: INNK @ SID SUPPLIES	2020 4 INV A	442.66 C-020420		INNK @ SID SUPPLIES
007600 OFFICE DEPOT INVOICE: 427537915001			427537915001	335835 0 2020 4 INV A FULL DESC: CID SUPPLIES	2020 4 INV A	60.86 C-020420		CID SUPPLIES
				ACCOUNT TOTAL		503.52		
030629 AMAZON CAPITAL INVOICE:			1FQK743PHFHL	335947 0 2020 4 INV A FULL DESC: #ANKP067K88KPB - WINDEX REFILL	2020 4 INV A	27.78 C-020420		#ANKP067K88KPB - WI
				ACCOUNT TOTAL		543.73		
211 001102 SOUTHAVEN SUPPLY	611000		24557-20	335731 0 2020 4 INV A MATERIALS	2020 4 INV A	38.94 C-020420		KEYS SKYCOP TRAILER

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE:							
001102 SOUTHAVEN SUPPLY	25063	FULL DESC:	KEYS SKYCOP TRAILERS	2020 4 INV A	29.95 C-020420		CHAIN FOR SKY COP
INVOICE: 25063		335834	0	2020 4 INV A			
001102 SOUTHAVEN SUPPLY	25152	FULL DESC:	CHAIN FOR SKY COP	2020 4 INV A	13.99 C-020420		FUEL CAN SKY COP
INVOICE: 25152		335833	0	2020 4 INV A			
		FULL DESC:	FUEL CAN SKY COP		82.88		
007600 OFFICE DEPOT	419732470001	FULL DESC:	BATTERIES AA	2020 4 INV A	12.18 C-020420		BATTERIES AA
INVOICE: 419732470001		336111	0	2020 4 INV A			
013650 BATTERIES PLUS	P22980089	FULL DESC:	12 PK PHOTO LITHIUM	2020 4 INV A	155.70 C-020420		12 PK PHOTO LITHIUM
INVOICE:		335883	0	2020 4 INV A			
027771 BLUE360 MEDIA	19120900714	FULL DESC:	MS CRIMINAL & TRAFFIC LAW	2020 4 INV A	77.75 C-020420		MS CRIMINAL & TRAFF
INVOICE: 19120900714		335676	0	2020 4 INV A			
		FULL DESC:	ACCOUNT TOTAL		328.51		
211	611300						
000979 SOUTHAVEN CAR CARE	32345	FULL DESC:	MAINTENANCE VEHICLES	2020 4 INV A	304.38 C-020420		4194- COIL & PLUG
INVOICE: 32345		335828	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506494	FULL DESC:	LOOSE FLAT REPAIR	2020 4 INV A	53.00 C-020420		LOOSE FLAT REPAIR
INVOICE: 506494		335681	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506620	FULL DESC:	3113 MOUNT & BALANCE	2020 4 INV A	20.00 C-020420		3113 MOUNT & BALANC
INVOICE: 506620		335684	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506630	FULL DESC:	3166 FLAT REPAIR	2020 4 INV A	18.00 C-020420		3166 FLAT REPAIR
INVOICE: 506630		335683	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506661	FULL DESC:	3127 - FLAT PATCH	2020 4 INV A	18.00 C-020420		3127 - FLAT PATCH
INVOICE: 506661		335682	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506702	FULL DESC:	3146 - MOUNT & BALANCE	2020 4 INV A	40.00 C-020420		3146 - MOUNT & BALA
INVOICE: 506702		335680	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506707	FULL DESC:	3105 - BRAKE SERVICE	2020 4 INV A	80.00 C-020420		3105 - BRAKE SERVIC
INVOICE: 506707		335679	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506782	FULL DESC:	4190 FLAT PATCH	2020 4 INV A	18.00 C-020420		4190 FLAT PATCH
INVOICE: 506782		335881	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506783	FULL DESC:	3165 - LOWER CONTROL ARMS	2020 4 INV A	609.85 C-020420		3165 - LOWER CONTRO
INVOICE: 506783		336024	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506786	FULL DESC:	3168 - FLAT REPAIR	2020 4 INV A	18.00 C-020420		3168 - FLAT REPAIR
INVOICE: 506786		335933	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506794	FULL DESC:	3164 - BRAKE CHECK	2020 4 INV A	20.00 C-020420		3164 - BRAKE CHECK
INVOICE: 506794		335931	0	2020 4 INV A			
001962 IDEAL TIRE SALES	506808	FULL DESC:	3138 - ALIGNMENT	2020 4 INV A	79.95 C-020420		3138 - ALIGNMENT
INVOICE: 506808		335949	0	2020 4 INV A			
		FULL DESC:	974.80				
005407 NORTH MS. TWO-WAY CO	45220	FULL DESC:	REMOVAL OF GUN VALU	2020 4 INV A	100.00 C-020420		REMOVAL OF GUN VALU
INVOICE: 45220		335802	0	2020 4 INV A			
005938 T & B TRUCK REPAIR	14621	FULL DESC:	SPD BUS REPAIR	2020 4 INV A	768.94 C-020420		SPD BUS REPAIR
		336105	0	2020 4 INV A			

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INVOICE: 14621		FULL DESC: SPD BUS REPAIR							
007304 O'REILLYS AUTO PARTS		1257-448098		335836	0	2020 4 INV A	2.00 C-020420		KIRKLAND- MINI LAMP
INVOICE:		FULL DESC: KIRKLAND- MINI LAMP							
013650 BATTERIES PLUS		1202020		335928	0	2020 4 INV A	35.95 C-020420		BATTERIES FOR SWAT
INVOICE: 1202020		FULL DESC: BATTERIES FOR SWAT - SHORT PAYMENT							
019700 CHOICE TOWING		56470		335719	0	2020 4 INV A	50.00 C-020420		4187 - TOW
INVOICE: 56470		FULL DESC: 4187 - TOW							
022896 VALVOLINE LLC		133201050065		335805	0	2020 4 INV A	40.78 C-020420		3148- OIL CHANGE
INVOICE: 133201050065		FULL DESC: 3148- OIL CHANGE							
022896 VALVOLINE LLC		133415050065		335807	0	2020 4 INV A	50.12 C-020420		3173- OIL CHANGE
INVOICE: 133415050065		FULL DESC: 3173- OIL CHANGE							
022896 VALVOLINE LLC		133649050065		336107	0	2020 4 INV A	43.33 C-020420		4187- OIL CHANGE
INVOICE: 133649050065		FULL DESC: 4187- OIL CHANGE							
022896 VALVOLINE LLC		133651050065		336106	0	2020 4 INV A	42.65 C-020420		3124- OIL CHANGE
INVOICE: 133651050065		FULL DESC: 3124- OIL CHANGE							
022896 VALVOLINE LLC		133675050065		336109	0	2020 4 INV A	43.33 C-020420		3169- OIL CHANGE
INVOICE: 133675050065		FULL DESC: 3169- OIL CHANGE							
022896 VALVOLINE LLC		144176050069		335808	0	2020 4 INV A	40.78 C-020420		3051- OIL CHANGE
INVOICE: 144176050069		FULL DESC: 3051- OIL CHANGE							
022896 VALVOLINE LLC		144289050069		335810	0	2020 4 INV A	40.78 C-020420		3164- OIL CHANGE
INVOICE: 144289050069		FULL DESC: 3164- OIL CHANGE							
022896 VALVOLINE LLC		144409050069		336108	0	2020 4 INV A	43.33 C-020420		3167- OIL CHANGE
INVOICE: 144409050069		FULL DESC: 3167- OIL CHANGE							
							345.10		
024433 COLLISION CENTRE SOU		2685		335959	0	2020 4 INV A	3,757.56 C-020420		2018 MURANO BODY WO
INVOICE: 2685		FULL DESC: 2018 MURANO BODY WORK							
028718 TIREHUB LLC		12404380		336104	0	2020 4 INV A	1,366.23 C-020420		TIRES FOR FLEET
INVOICE: 12404380		FULL DESC: TIRES FOR FLEET							
031071 JB TOWING & COLLISIO		20.0089		335964	0	2020 4 INV A	7,570.54 C-020420		3171- 2019 DODGE DU
INVOICE: 20		FULL DESC: 3171- 2019 DODGE DURANGO BODYWORK							
031324 LANDERS BUICK GMC LL		502078		335677	0	2020 4 INV A	215.00 C-020420		3090 - INSIDE CLEAN
INVOICE: 502078		FULL DESC: 3090 - INSIDE CLEANING							
							15,490.50		
							ACCOUNT TOTAL		
211 612200							MAINTENANCE EQUIPMENT & BUILD		
000233 CHARLES FIRE PROTEC		2020-715		335847	0	2020 4 INV A	150.00 C-020420		WEST INSPECTION
INVOICE:		FULL DESC: WEST INSPECTION							
007600 OFFICE DEPOT		397536188001		336110	0	2020 4 INV A	699.96 C-020420		EAST CHAIRS
INVOICE: 397536188001		FULL DESC: EAST CHAIRS							
009871 FLOOR STORE DESOTO		8975		335685	0	2020 4 INV A	3,370.50 C-020420		VINYL PLANK FLOORIN

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ACCOUNT/VENDOR							
211	INVOICE: 8975		FULL DESC:	VINYL PLANK FLOORING			
	031226	PRO SERIES EQUIPMENT 2064	335839	2000064 2020 4 INV A	1,225.00 C-020420		MOTORCYCLE LIFT FOR
	INVOICE: 2064		FULL DESC:	MOTORCYCLE LIFT FOR POLICE DEP			
				ACCOUNT TOTAL	5,445.46		
	211 612500		UNIFORMS				
	000177	GALLS LLC	335660	0 2020 4 INV A	121.80 C-020420		HONOR GUARD UNIFORM
	INVOICE: 14676955		FULL DESC:	HONOR GUARD UNIFORMS			
	021916	MIDSOUTH SOLUTIONS	336100	0 2020 4 INV A	1,644.69 C-020420		RICHMOND, NATHAN- N
	INVOICE: 144245		FULL DESC:	RICHMOND, NATHAN- NEW HIRE			
	021916	MIDSOUTH SOLUTIONS	336099	0 2020 4 INV A	1,401.25 C-020420		JONES, MCORY- NEW H
211	INVOICE: 144970		FULL DESC:	JONES, MCORY- NEW HIRE			
	021916	MIDSOUTH SOLUTIONS	336101	0 2020 4 INV A	1,490.25 C-020420		FOSTER, HUNTER- NEW
	INVOICE: 144981		FULL DESC:	FOSTER, HUNTER- NEW HIRE			
	021916	MIDSOUTH SOLUTIONS	336098	0 2020 4 INV A	1,476.24 C-020420		MCKENDREE- NEW HIRE
	INVOICE: 145029		FULL DESC:	MCKENDREE- NEW HIRE			
	021916	MIDSOUTH SOLUTIONS	336097	0 2020 4 INV A	399.50 C-020420		ALLOTMENT 20 - STUR
	INVOICE: 145368		FULL DESC:	ALLOTMENT 20 - STURGHILL			
				ACCOUNT TOTAL	6,411.93		
	029068	BOLIEK WILLIAM	335975	0 2020 4 INV A	475.00 C-020420		UNIFORM ALLOTMENT R
	INVOICE:		FULL DESC:	UNIFORM ALLOTMENT REIMBURSEMENT			
211	INVOICE: 614000			ACCOUNT TOTAL	7,008.73		
	006919	FUELMAN	NP57569479	0 2020 4 INV A	5,063.09 C-020420		FUEL FOR FLEET
	INVOICE:		FULL DESC:	FUEL FOR FLEET			
	006919	FUELMAN	NP57600936	0 2020 4 INV A	5,053.12 C-020420		FUEL FOR FLEET
	INVOICE:		FULL DESC:	FUEL FOR FLEET			
				ACCOUNT TOTAL	10,116.21		
	211 615500		JAIL FEES				
	000964	DESOTO COUNTY SHERIF	335579	0 2020 4 INV A	786.00 C-020420		INMATE MEDICAL & PH
	INVOICE:		FULL DESC:	INMATE MEDICAL & PHARMACY FOR DECEMBER 2019			
	000964	DESOTO COUNTY SHERIF	335578	0 2020 4 INV A	26,075.00 C-020420		INMATE HOUSING FOR
211	INVOICE:		FULL DESC:	INMATE HOUSING FOR DECEMBER 2019			
				ACCOUNT TOTAL	26,861.00		
	211 622100		PROFESSIONAL SERVICES				
	000305	MEMPHIS ICE MACHINE	336102	0 2020 4 INV A	175.00 C-020420		WEST MIANTENANCE
	INVOICE: 90886		FULL DESC:	WEST MIANTENANCE			
				ACCOUNT TOTAL	26,861.00		
				ACCOUNT TOTAL	26,861.00		
				ACCOUNT TOTAL	26,861.00		
				ACCOUNT TOTAL	26,861.00		
				ACCOUNT TOTAL	26,861.00		

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000305 MEMPHIS ICE MACHINE INVOICE: 90896	90896	336103 FULL DESC:	0 ICE MACHINE MAINTENANCE	2020 4 INV A	251.00 C-020420		ICE MACHINE MAINTEN
020454 DIRECTFX INVOICE:	M30223	335946 FULL DESC:	0 BUSINESS CARDS - BRENT VICKERS	2020 4 INV A	426.00 45.00 C-020420		BUSINESS CARDS - BR
031327 HOUSTON K9 ACADEMY INVOICE: 5343	5343	336019 FULL DESC:	20000079 2020 4 INV A K9 DUAL PURPOSE NARCOTICS DOG-NEW POLICE DOG	12,000.00 C-020420			K9 DUAL PURPOSE NAR
211 625700 000971 PITNEY BOWES GLOBAL INVOICE:	1-13-20	335803 FULL DESC:	0 TELEPHONE & POSTAGE POSTAGE MACHINE	2020 4 INV A	72.84 C-020420		POSTAGE MACHINE
001137 FEDEX INVOICE:	6-864-91199	335686 FULL DESC:	0 SWAT RETURN	2020 4 INV A	92.19 C-020420		SWAT RETURN
001137 FEDEX INVOICE: 940253896278	940253896278	335687 FULL DESC:	0 DEPUTY CHIEF TO FREDDIE PAYNE	2020 4 INV A	17.37 C-020420		DEPUTY CHIEF TO FRE
211 626500 020454 DIRECTFX INVOICE:	M30054	335663 FULL DESC:	0 PRINTING TOW BOOKS	2020 4 INV A	109.56 182.40 796.79 C-020420		TOW BOOKS
211 626900 001339 CREDIT CARD CENTER INVOICE:	1-18-2020	335726 FULL DESC:	0 TRAVEL & TRAINING CREDIT CARD PAYMENT (JANUARY 2020)	2020 4 INV A	796.79 234.00 C-020420		CREDIT CARD PAYMENT
002348 MMACP INVOICE:	11715-2020-3	336115 FULL DESC:	0 MEMBERSHIP DUES -5 OFFICERS	2020 4 INV A	250.00 C-020420		MEMBERSHIP DUES -5
015262 MS FBINAA INVOICE:	1-17-20	335840 FULL DESC:	0 FBI NAT ACD ASSOC '20 SPRING-MOORE, SMOROWSKI, ROBER	2020 4 INV A	450.00 C-020420		FBI NAT ACD ASSOC '
015262 MS FBINAA INVOICE:	1-23-20	335846 FULL DESC:	0 FBI NAT. ACD.ACCS.- BRENT VICKERS	2020 4 INV A	150.00 C-020420		FBI NAT. ACD.ACCS.-
022260 FBI - LEEDA INVOICE:	1-21-2020	335720 FULL DESC:	0 ONE ATTENDEE - JASON SCALLORN	2020 4 INV A	600.00 695.00 C-020420		ONE ATTENDEE - JASO
024663 CROY PHILLIP INVOICE:	1-24-2020	335957 FULL DESC:	0 MEALS FROM JAN 20-24, 2020	2020 4 INV A	57.99 C-020420		MEALS FROM JAN 20-2

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
211 630400				ACCOUNT TOTAL	1,836.99		
029355 GRAYSHIFT LLC INVOICE: 81045174	81045174	336018	20000077	MACHINERY & EQUIPMENT 2020 4 INV A	15,000.00 C-020420		CELL PHONE EXTRACTI
030927 EMISSIVE ENERGY INC INVOICE: 85982	85982	335675	0	2020 4 INV A	4,906.00 C-020420		SWAT FLASH LIGHTS
				ACCOUNT TOTAL	19,906.00		
				ORG 211 TOTAL	100,931.48		
290 610100				FIRE DEPARTMENT			
007823 AMERICAN PAPER & TWI INVOICE: 3520943	3520943	335665	0	2020 4 INV A	677.68 C-020420		CLEANING SUPPLIES F
				ACCOUNT TOTAL	677.68		
290 610400				OFFICE SUPPLIES			
019739 STAPLES ADVANTAGE INVOICE: 3434931233	3434931233	335554	0	2020 4 INV A	65.24 C-020420		OFFICE SUPPLIES FOR
019739 STAPLES ADVANTAGE INVOICE: 3434931234	3434931234	335548	0	2020 4 INV A	149.03 C-020420		INK & STAPLES FOR F
019739 STAPLES ADVANTAGE INVOICE: 3434931235	3434931235	335553	0	2020 4 INV A	221.78 C-020420		INK FOR STATIONS 1
019739 STAPLES ADVANTAGE INVOICE: 3434931236	3434931236	335555	0	2020 4 INV A	57.42 C-020420		OFFICE MATERIALS AD
				ACCOUNT TOTAL	493.47		
290 611000				MATERIALS			
000701 SUNBELT FIRE INC INVOICE: 321161	321161	335550	0	2020 4 INV A	540.00 C-020420		12) ESG BARRIER ONE
007304 O'REILLYS AUTO PARTS INVOICE:	1791-106855	336084	0	2020 4 INV A	7.49 C-020420		1 QT MOTOR OIL FOR
013650 BATTERIES PLUS INVOICE: 1152020	1152020	335688	0	2020 4 INV A	190.40 C-020420		BATTERIES FOR AIR P
013650 BATTERIES PLUS INVOICE: 1172020	1172020	335693	0	2020 4 INV A	72.90 C-020420		BATTERIES FOR AIRPA
				ACCOUNT TOTAL	263.30		
016787 HEMKER PORTRAITS INVOICE: 10298	10298	335552	0	2020 4 INV A	521.00 C-020420		CORRECTION/REMOUNT
020832 EMERGENCY EQUIPMENT	448392	335711	0	2020 4 INV A	27.90 C-020420		STRIKER ASSY

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ACCOUNT/VENDOR

VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

INVOICE: 448392		FULL DESC:		STRIKER ASSY		ACCOUNT TOTAL		1,359.69		2 SEALED BEAMS- ENG	
290 611300		MAINTENANCE VEHICLES						32.46 C-020420		4 GALLONS ANTI-FREE	
007304 O'REILLYS AUTO PARTS		1257-447768 336082		0 2020 4 INV A							
INVOICE:		FULL DESC:		2 SEALED BEAMS- ENG. 1 FLT#1007				84.41 C-020420			
007304 O'REILLYS AUTO PARTS		1791-107291 336080		0 2020 4 INV A				84.41 C-020420			
INVOICE:		FULL DESC:		4 GALLONS ANTI-FREEZE 5QTS MOTOR OIL / STATION 3							
				ACCOUNT TOTAL				116.87			
020832 EMERGENCY EQUIPMENT		448395 335710		0 2020 4 INV A				84.14 C-020420		2 LIGHTS FOR TRUCK	
INVOICE: 448395		FULL DESC:		2 LIGHTS FOR TRUCK 1, FLT #2004						REPAIRS TO ENG. #4	
020832 EMERGENCY EQUIPMENT		448410 335969		0 2020 4 INV A				1,066.05 C-020420			
INVOICE: 448410		FULL DESC:		REPAIRS TO ENG. #4 FLT #1009							
				ACCOUNT TOTAL				1,150.19			
029761 DELTA MUFFLER #22		6797564 335694		0 2020 4 INV A				125.00 C-020420		REPAIR EXHAUST ON B	
INVOICE: 6797564		FULL DESC:		REPAIR EXHAUST ON BATTALION TAHOE, FLT #5007							
				ACCOUNT TOTAL				1,392.06			
290 612200		MAINTENANCE EQUIPMENT & BUILD						256.80 C-020420		CHECK FUEL GAUGE @	
000128 AMERICAN PETROLEUM		216069 335699		0 2020 4 INV A						CREDIT	
INVOICE: 216069		FULL DESC:		CHECK FUEL GAUGE @ STATION				-16.80 C-020420		REPLACED HOSE STATI	
000128 AMERICAN PETROLEUM		216868 335664		0 2020 4 CRM A				160.00 C-020420			
INVOICE: 216868		FULL DESC:		CREDIT							
000128 AMERICAN PETROLEUM		216924 335715		0 2020 4 INV A				400.00			
INVOICE: 216924		FULL DESC:		REPLACED HOSE STATION #1							
				ACCOUNT TOTAL				12.98 C-020420		FUEL FILTER STATION	
007304 O'REILLYS AUTO PARTS		1791-107179 336083		0 2020 4 INV A				412.98			
INVOICE:		FULL DESC:		FUEL FILTER STATION 3							
				ACCOUNT TOTAL				29.90 C-020420		FUEL	
290 614000		FUEL & OIL						90.94 C-020420		FUEL	
006919 FUELMAN		NP57569496 335967		0 2020 4 INV A							
INVOICE:		FULL DESC:		FUEL							
006919 FUELMAN		NP57600954 335970		0 2020 4 INV A				120.84			
INVOICE:		FULL DESC:		FUEL				120.84			
				ACCOUNT TOTAL				145.00 C-020420		FIRE GOUND LEADERSH	
290 626900		TRAVEL & TRAINING									
009261 EDDINGTON DEWAYNE		1-9-2020 335662		0 2020 4 INV A				145.00 C-020420			
INVOICE:		FULL DESC:		FIRE GOUND LEADERSHIP AT MS STATE FIRE ACADEMY							

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029810 TRAINING AT THE CROS INVOICE: 1232020		1232020	335709 FULL DESC:	2020 4 INV A TRAINING @ THE CROSSROADS THRU CORINTH FIRE DEPT	300.00 C-020420		TRAINING @ THE CROS
				ACCOUNT TOTAL	445.00		
				ORG 290 TOTAL	4,901.72		
295				FIRE PREVENTION			
295	611000			MATERIALS			
004246 HARBOR FREIGHT TOOLS INVOICE: 115937	115937	115937	335689 FULL DESC:	2020 4 INV A BORESCOPE INSPECTION CAMERA	181.89 C-020420		BORESCOPE INSPECTIO
004246 HARBOR FREIGHT TOOLS INVOICE: 115939	115939	115939	335690 FULL DESC:	2020 4 CRM A CREDIT FOR BORESCOPE CAMERA	-181.89 C-020420		CREDIT FOR BORESCOP
004246 HARBOR FREIGHT TOOLS INVOICE: 115944	115944	115944	335691 FULL DESC:	2020 4 INV A BORESCOPE INSPECTION CAMERA	169.99 C-020420		BORESCOPE INSPECTIO
				ACCOUNT TOTAL	169.99		
				ORG 295 TOTAL	169.99		
297				EMS			
297	610701			MEDICAL SUPPLIES			
016050 HENRY SCHEIN INC INVOICE: 72529298	72529298	72529298	335551 FULL DESC:	2020 4 INV A MEDICAL SUPPLIES	836.83 C-020420		MEDICAL SUPPLIES
016050 HENRY SCHEIN INC INVOICE: 72572252	72572252	72572252	335557 FULL DESC:	2020 4 INV A MEDICAL SUPPLIES	3,192.71 C-020420		MEDICAL SUPPLIES
016050 HENRY SCHEIN INC INVOICE: 72879770	72879770	72879770	335912 FULL DESC:	2020 4 INV A MEDICAL SUPPLIES	140.16 C-020420		MEDICAL SUPPLIES
				ACCOUNT TOTAL	4,169.70		
029845 MCKESSON MEDICAL SUR INVOICE: 74387325	74387325	74387325	336085 FULL DESC:	2020 4 INV A MEDICAL SUPPLIES	168.42 C-020420		MEDICAL SUPPLIES
297				ACCOUNT TOTAL	4,338.12		
297	611300			MOTOR VEH REPAIRS/MAINT			
000223 CROW'S TRUCK SERVICE INVOICE: R101005872	R101005872		335698 FULL DESC:	2020 4 INV A REPAIRS TO UNIT 3 FLT # 7008	301.60 C-020420		REPAIRS TO UNIT 3 F
022730 EXCELLANCE INVOICE: 18603-IN	18603-IN		335666 FULL DESC:	2020 4 INV A 2) SETS GRABBER 4.5" FOR UNIT 1, FLT #7007	66.54 C-020420		2) SETS GRABBER 4.5
				ACCOUNT TOTAL	368.14		
297	626900			TRAVEL & TRAINING			
004858 SCALLIONS DANNY INVOICE: 1-17-20	1-17-20		335841 FULL DESC:	2020 4 INV A RENEWAL-NREMT & STATE PARAMEDIC LIC./SCALLIONS	65.00 C-020420		RENEWAL-NREMT & STA

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ACCOUNT/VENDOR								
005071 CARPENTER RICK INVOICE: 1132020	1132020	335558	0	2020 4 INV A	60.00 C-020420	RENEWAL FOR NREMT & STATE EMT LICENSES/R. CARPENTE		RENEWAL FOR NREMT &
		FULL DESC:						
	1162020	335700	0	2020 4 INV A	60.00 C-020420	RENEWAL OF NREMT & STATE EMT LICENSE/B. DAVIS		RENEWAL OF NREMT &
		FULL DESC:						
026921 NATIONAL ASSOCIATION INVOICE: 142001162041	142001162041	335549	0	2020 4 INV A	105.00 C-020420	7) EVOS - COURSE DA		7) EVOS - COURSE DA
		FULL DESC:						
026935 COKE TAYLOR INVOICE: 1162020	1162020	335695	0	2020 4 INV A	135.00 C-020420	RENEWAL FOR PARAMEDIC & EMS DRIVERS LICENSE-J.COKE		RENEWAL FOR PARAMED
		FULL DESC:						
030921 HOGGARD JOHN INVOICE: 1202020	1202020	335721	0	2020 4 INV A	40.88 C-020420	EMT LICENSE JOHN HOGGARD		EMT LICENSE JOHN HO
		FULL DESC:						
ACCOUNT TOTAL					465.88			
ORG 297 TOTAL					5,172.14			
PUBLIC WORKS DEPARTMENT								
311 610400 007600 OFFICE DEPOT INVOICE: 424422894001	424422894001	335991	0	2020 4 INV A	167.24 C-020420	OFFICE SUPPLIES		OFFICE SUPPLIES
		FULL DESC:						
	427293896001	335990	0	2020 4 INV A	25.56 C-020420	OFFICE SUPPLIES		OFFICE SUPPLIES
		FULL DESC:						
007600 OFFICE DEPOT INVOICE: 427304043001	427304043001	336093	0	2020 4 INV A	15.10 C-020420	OFFICE SUPPLIES		OFFICE SUPPLIES
		FULL DESC:						
ACCOUNT TOTAL					207.90			
MATERIALS					207.90			
311 611000 000354 METER SERVICE AND SU 17905 INVOICE: 17905	17905	335811	0	2020 4 INV A	238.60 C-020420	MAT.		MAT.
		FULL DESC:						
	9407177337	335904	0	2020 4 INV A	283.71 C-020420	CUT-RESISTANT GLOVES/CLAM METER - MAT./EQUIP.		CUT-RESISTANT GLOVE
		FULL DESC:						
000525 RIVER CITY HYDRAULIC 19279 INVOICE: 19279	19279	335997	0	2020 4 INV A	224.38 C-020420	MAT. - VALVE, CROSS		MAT. - VALVE, CROSS
		FULL DESC:						
	000525 RIVER CITY HYDRAULIC 19292	335998	0	2020 4 INV A	34.87 C-020420	MAT. - FITTING		MAT. - FITTING
		FULL DESC:						
ACCOUNT TOTAL					259.25			
001102 SOUTHAVEN SUPPLY INVOICE: 24850	24850	335995	0	2020 4 INV A	138.89 C-020420	MATERIALS		MATERIALS
		FULL DESC:						
	001102 SOUTHAVEN SUPPLY	336007	0	2020 4 INV A	494.05 C-020420	MATERIAL		MATERIAL
		FULL DESC:						
ACCOUNT TOTAL					632.94			

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001130 G & C SUPPLY CO INVOICE: 6764764		6764764	335907 FULL DESC:	2020 4 INV A STREET SIGNS	832.50 C-020420		STREET SIGNS
001320 MARTIN MACHINE WORKS INVOICE: 1366		1366	336006 FULL DESC:	2020 4 INV A MATERIAL	1,165.00 C-020420		MATERIAL
				ACCOUNT TOTAL	3,412.00		
311 611300 000370 REBEL EQUIPMENT & SU INVOICE: 195254		195254	336028 FULL DESC:	2020 4 INV A MAINTENANCE VEHICLES ASPHALT LUTES COMPLETE/MAT. FOR SHOP	179.85 C-020420		ASPHALT LUTES COMPL
000457 GRAINGER INVOICE: 9402942412		9402942412	335667 FULL DESC:	2020 4 INV A SOLAR LIGHT (MAT/EQUIP. FOR SHOP)	129.65 C-020420		SOLAR LIGHT (MAT/EQ
000883 AMERICAN TIRE REPAIR INVOICE: 145307		145307	335924 FULL DESC:	2020 4 INV A 4 TIRES - FIRESTONE	504.00 C-020420		4 TIRES - FIRESTONE
000993 ADVANCE AUTO PARTS INVOICE:		1897-406455	335922 FULL DESC:	2020 4 INV A MAT. FOR SHOP	11.77 C-020420		MAT. FOR SHOP
000993 ADVANCE AUTO PARTS INVOICE:		1897-406670	335923 FULL DESC:	2020 4 INV A BRAKE PAD SET/BRAKE SPREADER/PAINTED ROTOR	208.64 C-020420		BRAKE PAD SET/BRAKE
					220.41		
000997 TRUCK PRO INVOICE:		17-0775479	335987 FULL DESC:	2020 4 INV A MAT. FOR SHOP	45.17 C-020420		MAT. FOR SHOP
001114 UNION AUTO PARTS INVOICE: 1684018		1684018	335993 FULL DESC:	2020 4 INV A MAT. FOR SHOP	25.80 C-020420		MAT. FOR SHOP
001114 UNION AUTO PARTS INVOICE: 1684019		1684019	335992 FULL DESC:	2020 4 INV A MAT. FOR SHOP	195.72 C-020420		MAT. FOR SHOP
					221.52		
006706 LANDERS DODGE INVOICE: 207185		207185	335879 FULL DESC:	2020 4 INV A TUBE, PLUNGE & BUSHING (MAT. FOR SHOP)	53.35 C-020420		TUBE, PLUNGE & BUSH
007304 O'REILLYS AUTO PARTS INVOICE:		1257-446584	335822 FULL DESC:	2020 4 INV A MAT. FOR SHOP	136.96 C-020420		MAT. FOR SHOP
007304 O'REILLYS AUTO PARTS INVOICE:		1257-446723	335823 FULL DESC:	2020 4 INV A MAT. FOR SHOP	107.05 C-020420		MAT. FOR SHOP
007304 O'REILLYS AUTO PARTS INVOICE:		1257-446728	336004 FULL DESC:	2020 4 INV A MAT. FOR SHOP	134.93 C-020420		MAT. FOR SHOP
007304 O'REILLYS AUTO PARTS INVOICE:		1257-447700	336005 FULL DESC:	2020 4 INV A MAT. FOR SHOP	36.92 C-020420		MAT. FOR SHOP
007304 O'REILLYS AUTO PARTS INVOICE:		1257-447894	336003 FULL DESC:	2020 4 INV A MAT. FOR SHOP	306.24 C-020420		MAT. FOR SHOP
007304 O'REILLYS AUTO PARTS INVOICE: 1257445709		1257445709	335821 FULL DESC:	2020 4 INV A MAT. FOR SHOP	249.24 C-020420		MAT. FOR SHOP
007304 O'REILLYS AUTO PARTS		1257446722	335812	2020 4 INV A	86.37 C-020420		MAT. FOR SHOP

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INVOICE: 1257446722			FULL DESC: MAT. FOR SHOP		1,057.71		
029929 PARTSMASTER INVOICE: 23505927		23505927	335989 0 2020 4 INV A FULL DESC: MAT FOR SHOP		325.95 C-020420		MAT FOR SHOP
			ACCOUNT TOTAL		2,737.61		
311 612500 000983 UNIFIRST CORP INVOICE: 2220108710		2220108710	335842 0 2020 4 INV A FULL DESC: UNIFORMS		148.90 C-020420		UNIFORMS
000983 UNIFIRST CORP INVOICE:		2220110572	336009 0 2020 4 INV A FULL DESC: UNIFORMS		152.30 C-020420		UNIFORMS
			ACCOUNT TOTAL		301.20		
311 622100 000128 AMERICAN PETROLEUM INVOICE: 216882		216882	335965 0 2020 4 INV A FULL DESC: GAS PUMP SERVICES		383.96 C-020420		GAS PUMP SERVICES
029120 YOUNG LEASING CO INVOICE:		INV2496739	336091 0 2020 4 INV A FULL DESC: AAA59364- COPIER LEASE		202.32 C-020420		AAA59364- COPIER LE
			ACCOUNT TOTAL		586.28		
411 610400 001361 SAM'S CLUB DIRECT INVOICE:		2-08-20	336127 0 2020 4 INV A FULL DESC: SAM'S CLUB 2/8/20		94.96 C-020420		SAM'S CLUB 2/8/20
006685 DEX IMAGING INVOICE:		AR4853255	335560 0 2020 4 INV A FULL DESC: COPY CONTRACT-PARKS OFFICE 2ND FLOOR		12.41 C-020420		COPY CONTRACT-PARKS
006685 DEX IMAGING INVOICE:		AR4853281	335561 0 2020 4 INV A FULL DESC: COPY CONTRACT - GOLF		5.31 C-020420		COPY CONTRACT - GOL
			ACCOUNT TOTAL		17.72		
007600 OFFICE DEPOT INVOICE: 426153723001		426153723001	335857 0 2020 4 INV A FULL DESC: PLANNER (2) , CHAIRMATS (6)		369.92 C-020420		PLANNER (2) , CHAIR
029120 YOUNG LEASING CO INVOICE:		INV3493315	335850 0 2020 4 INV A FULL DESC: AAA46214 - ACCT # M-MT2566		21.53 C-020420		AAA46214 - ACCT #
			ACCOUNT TOTAL		504.13		
411 612200 000233 QUARIES FIRE PROTEC		2020-720	335848 0 2020 4 INV A MAINTENANCE EQUIPMENT & BUILD		150.00 C-020420		FIRE INSPECTION - P

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INVOICE:							
000611 SIGNS & STUFF INVOICE: 98720	98720	335984	0	2020 4 INV A	25.00 C-020420		MAGNETIC NAME PLATE
001102 SOUTHAVEN SUPPLY INVOICE: 24951	24951	335845	0	2020 4 INV A	285.52 C-020420		MISC. SUPPLIES
001150 NAPA GENUINE PARTS C INVOICE: 272034	272034	336012	0	2020 4 INV A	11.99 C-020420		PITCHING MACHINE PA
005668 STATE SYSTEMS INC INVOICE: 147830306	147830306	335565	0	2020 4 INV A	1,275.00 C-020420		2020 MONITORING
007600 OFFICE DEPOT INVOICE: 424372473001	424372473001	335858	0	2020 4 INV A	71.99 C-020420		HDMI SPLITTER
007600 OFFICE DEPOT INVOICE: 426154880001	426154880001	335856	0	2020 4 INV A	139.99 C-020420		CONFERENCE ROOM ACC
007600 OFFICE DEPOT INVOICE: 426387789001	426387789001	335855	0	2020 4 INV A	59.99 C-020420		CHAIR MAT
					271.97		
011134 WHITFIELD INVOICE: 67657	67657	335827	0	2020 4 INV A	194.19 C-020420		PHOTO EYE REPLACEME
013377 CINTAS INVOICE: 4034852494	4034852494	335566	0	2020 4 INV A	50.00 C-020420		DUST MAPS/MATS
013650 BATTERIES PLUS INVOICE:	P23641770	335926	0	2020 4 INV A	33.50 C-020420		AA BATTERIES
025816 SCHINDLER ELEVATOR INVOICE: 8105251901	8105251901	335853	0	2020 4 INV A	1,178.84 C-020420		ELEVATOR MAINT. / SE
027758 THE FLYING LOCKSMITH INVOICE:	56-1192010	335559	0	2020 4 INV A	210.00 C-020420		SERVICE/REPAIR @ AR
028588 DANIEL MCDOWELL PLUM INVOICE:	1-27-2020	335968	0	2020 4 INV A	580.00 C-020420		REPAIR @ PARKS OFFI
030629 AMAZON CAPITAL INVOICE:	1JFY6RCVXVJY	336020	0	2020 4 INV A	216.50 C-020420		#ANKP067K88KPB-TOOL
					JOSH HENRY (PARKS)		
					4,482.51		
ACCOUNT TOTAL							
411 612201	PARK MAINTENANCE						
001056 BWI MEMPHIS INVOICE: 15571202	15571202	335911	0	2020 4 INV A	3,410.00 C-020420		INFIELD MIX
007823 AMERICAN PAPER & TWI INVOICE: 3525548	3525548	335674	0	2020 4 INV A	631.81 C-020420		JANITORIAL SUPPLIES

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019230 WASTE PRO-MEMPHIS INVOICE: 543387	543387	335980 FULL DESC:	0 TRASH @ ARENA	2020 4 INV A	231.54 C-020420	TRASH @ ARENA			
019230 WASTE PRO-MEMPHIS INVOICE: 543388	543388	335979 FULL DESC:	0 TRASH @ CHERRY VALLEY	2020 4 INV A	231.54 C-020420	TRASH @ CHERRY VALL			
019230 WASTE PRO-MEMPHIS INVOICE: 543389	543389	335978 FULL DESC:	0 TRASH @ SOCCER	2020 4 INV A	223.89 C-020420	TRASH @ SOCCER			
019230 WASTE PRO-MEMPHIS INVOICE: 543390	543390	335977 FULL DESC:	0 TRASH @ GREENBROOK	2020 4 INV A	224.80 C-020420	TRASH @ GREENBROOK			
019230 WASTE PRO-MEMPHIS INVOICE: 543391	543391	335982 FULL DESC:	0 TRASH @ GOLF	2020 4 INV A	104.16 C-020420	TRASH @ GOLF			
019230 WASTE PRO-MEMPHIS INVOICE: 543392	543392	335981 FULL DESC:	0 TRASH @ PARKS	2020 4 INV A	336.38 C-020420	TRASH @ PARKS			
019230 WASTE PRO-MEMPHIS INVOICE: 543393	543393	335983 FULL DESC:	0 TRASH @ SNOWDEN	2020 4 INV A	1,352.00 C-020420	TRASH @ SNOWDEN			
019230 WASTE PRO-MEMPHIS INVOICE: 543483	543483	335976 FULL DESC:	0 TRASH @ TENNIS	2020 4 INV A	99.51 C-020420	TRASH @ TENNIS			
					2,803.82				
028588 DANIEL MCDOWELL PLUM INVOICE:	11-13-19	335672 FULL DESC:	0 WINTERIZED RESTROOMS @ RECREATIONAL CENTER	2020 4 INV A	2,834.00 C-020420	WINTERIZED RESTROOM			
					ACCOUNT TOTAL	9,679.63			
411 612300									
006738 CALLAWAY GOLF INVOICE: 930427821	930427821	335568 FULL DESC:	0 MUNICIPAL GOLF COURSE EXPENSE	2020 4 INV A	320.64 C-020420	CALLOWAY EPIC FLASH			
024249 SITEONE LANDSCAPE SU INVOICE:	96898368-001	335825 FULL DESC:	0 BALL WASH PARTS	2020 4 INV A	64.50 C-020420	BALL WASH PARTS			
					ACCOUNT TOTAL	385.14			
411 612500									
013377 CINTAS INVOICE: 4033160824	4033160824	335556 FULL DESC:	0 PARKS UNIFORMS	2020 4 INV A	408.76 C-020420	PARKS UNIFORMS			
013377 CINTAS INVOICE: 4034852498	4034852498	335575 FULL DESC:	0 GOLF UNIFORMS	2020 4 INV A	67.96 C-020420	GOLF UNIFORMS			
013377 CINTAS INVOICE: 4034852758	4034852758	335574 FULL DESC:	0 PARKS UNIFORMS	2020 4 INV A	408.76 C-020420	PARKS UNIFORMS			
013377 CINTAS INVOICE: 4035425013	4035425013	335577 FULL DESC:	0 GOLF UNIFORMS	2020 4 INV A	67.96 C-020420	GOLF UNIFORMS			
013377 CINTAS INVOICE: 4035425402	4035425402	335576 FULL DESC:	0 PARKS UNIFORMS	2020 4 INV A	399.82 C-020420	PARKS UNIFORMS			
013377 CINTAS INVOICE: 4040105869	4040105869	335573 FULL DESC:	0 PARKS UNIFORMS	2020 4 INV A	400.32 C-020420	PARKS UNIFORMS			
013377 CINTAS INVOICE: 4040655058	4040655058	335723 FULL DESC:	0 PARKS UNIFORMS	2020 4 INV A	379.53 C-020420	PARKS UNIFORMS			
					2,133.11				

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YEAR/PERIOD: 2020/1 TO 2020/5 ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
411 613400 002214 U.S. TOY COMPANY INVOICE: 8197120600	8197120600	335985 FULL DESC:	COMMUNITY EVENTS 2020 4 INV A EASTER EGGS	1,500.00 C-020420		EASTER EGGS
030629 AMAZON CAPITAL INVOICE:	1XFDQGDKFDG 335705 FULL DESC:	0 #ANKP067K88KPB-CREDIT MEMO FOR 19TG9LGTWYVH RETURN	2020 4 CRM A -15.75 C-020420			#ANKP067K88KPB-CRED
411 621900 024548 GCSAA INVOICE: 848351	848351	335547 FULL DESC:	ASSOCIATIONAL DUES 2020 4 INV A DUES - JOSH HENRY-MEMBERSHIP CYCLE: 3/1/20-2/28/21	400.00 C-020420		DUES - JOSH HENRY-M
411 625700 013650 BATTERIES PLUS INVOICE:	OA4499846	335925 FULL DESC:	TELEPHONE & POSTAGE 2020 4 INV A NEW 1PHONE BATTERY - JOHN LYONS	62.95 C-020420		NEW 1PHONE BATTERY
411 626900 006654 BEAL JAYSON INVOICE:	1-23-2020	335716 FULL DESC:	TRAVEL & TRAINING 2020 4 INV A DIZZY DEAN STATE MEETING (FEB. 7-9, 2020)	138.00 C-020420		DIZZY DEAN STATE ME
007920 BROWN WESLEY A INVOICE:	1-23-2020	335717 FULL DESC:	2020 4 INV A DIZZY DEAN STATE MEETING (FEB. 7-9, 2020)	138.00 C-020420		DIZZY DEAN STATE ME
411 627901 002574 CARSON MICHAEL A INVOICE:	1-28-2020	335934 FULL DESC:	UMPIRES 2020 4 INV A INDOOR SOCCER UMPIRES PAYROLL (JAN. 15 - 28, 2020)	390.00 C-020420		INDOOR SOCCER UMPIR
015545 KLINCK ZACHARY A INVOICE:	1-28-2020	335937 FULL DESC:	2020 4 INV A INDOOR SOCCER UMPIRES PAYROLL (JAN. 15 - 28, 2020)	120.00 C-020420		INDOOR SOCCER UMPIR
015810 MEARS MICHAEL INVOICE:	1-28-2020	335940 FULL DESC:	2020 4 INV A INDOOR SOCCER UMPIRES PAYROLL (JAN. 15 - 28, 2020)	120.00 C-020420		INDOOR SOCCER UMPIR
018253 CHAN DAVID INVOICE:	1-28-2020	335936 FULL DESC:	2020 4 INV A INDOOR SOCCER UMPIRES PAYROLL (JAN. 15 - 28, 2020)	270.00 C-020420		INDOOR SOCCER UMPIR
018255 PHILLIPS ERIC INVOICE:	1-28-2020	335944 FULL DESC:	2020 4 INV A INDOOR SOCCER UMPIRES PAYROLL (JAN. 15 - 28, 2020)	90.00 C-020420		INDOOR SOCCER UMPIR
019562 CASTELLANO CARLOS INVOICE:	1-28-2020	335935 FULL DESC:	2020 4 INV A INDOOR SOCCER UMPIRES PAYROLL (JAN. 15 - 28, 2020)	210.00 C-020420		INDOOR SOCCER UMPIR
024344 NUNEZ VALENTE	1-28-2020	335943	2020 4 INV A	180.00 C-020420		INDOOR SOCCER UMPIR

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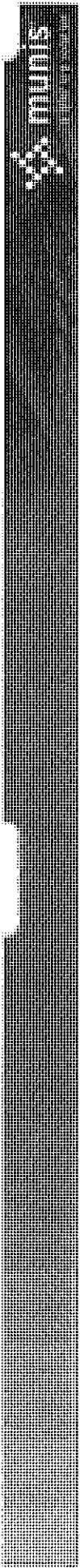
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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR

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YEAR/PERIOD: 2020/1 TO 2020/5 ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE:		FULL DESC:	INDOOR SOCCER UMPIRES PAYROLL (JAN. 15 - 28, 2020)			
027566 SHEPHERD DOUGLAS K INVOICE:	1-28-2020	335945	0 2020 4 INV A	90.00 C-020420		INDOOR SOCCER UMPIR
029358 LEWIS GERED INVOICE:	1-28-2020	335938	0 2020 4 INV A	330.00 C-020420		INDOOR SOCCER UMPIR
029442 MALONE MICHAEL P INVOICE:	1-28-2020	335939	0 2020 4 INV A	390.00 C-020420		INDOOR SOCCER UMPIR
031115 MYSIEWICZ MICHAEL INVOICE:	1-28-2020	335942	0 2020 4 INV A	180.00 C-020420		INDOOR SOCCER UMPIR
031116 MEYER BENJAMIN INVOICE:	1-28-2020	335941	0 2020 4 INV A	120.00 C-020420		INDOOR SOCCER UMPIR
			ACCOUNT TOTAL	2,490.00		
411 640500 011134 WHITFIELD INVOICE: 67774	67774	335859	0 2020 4 INV A	324.50 C-020420		REPAIR @ PHILLIP LE
028268 BLISS PRODUCTS AND INVOICE: 19733	19733	335673	0 2020 4 INV A	2,411.96 C-020420		WOOD CHIPS - NEIGHB
			ACCOUNT TOTAL	2,736.46		
			ORG 411 TOTAL	24,634.18		
412 612400 001361 SAM'S CLUB DIRECT INVOICE:			PARK TOURNAMENTS RESELL / CONCESSION EXPENSE 0 2020 4 INV A	263.30 C-020420		SAM'S CLUB 2/8/20
003538 SYSCO CORPORATION INVOICE: 214526941	214526941	335831	0 2020 4 INV A	1,401.66 C-020420		FOOD RE-SALE
010700 STANDARD COFFEE SERV INVOICE: 11955530011720	11955530011720	335854	0 2020 4 INV A	96.21 C-020420		COFFEE- GOLF
			ACCOUNT TOTAL	1,761.17		
412 622100 007622 MIDSOUTH SPORTS PROD INVOICE: 2121	2121	335567	0 2020 4 INV A	10,833.33 C-020420		BESEBALL CONTACT FE
024247 KALISAK ROSEMARY INVOICE:	FEB2020	335571	0 2020 4 INV A	3,750.00 C-020420		SOFTBALL CONTRACT -
			ACCOUNT TOTAL	14,583.33		

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
511				ORG 412	TOTAL	16,344.50	
511	610100			MUNICIPAL CODE ENFORCEMENT			
001361	SAM'S CLUB DIRECT	2-08-20	336127	0 2020 4 INV A	148.80 C-020420		SAM'S CLUB 2/8/20
	INVOICE:			FULL DESC: SAM'S CLUB 2/8/20			
				ACCOUNT TOTAL	148.80		
511	611000			MATERIALS			
001102	SOUTHAVEN SUPPLY	24010	336016	0 2020 4 INV A	19.48 C-020420		MATERIALS
	INVOICE: 24010			FULL DESC: MATERIALS			
001361	SAM'S CLUB DIRECT	2-08-20	336127	0 2020 4 INV A	115.28 C-020420		SAM'S CLUB 2/8/20
	INVOICE:			FULL DESC: SAM'S CLUB 2/8/20			
				ACCOUNT TOTAL	134.76		
511	612200			MAINTENANCE EQUIPMENT & BUILD			
000983	UNIFIRST CORP	2220108705	336015	0 2020 4 INV A	5.00 C-020420		MAINT. & EQUIP
	INVOICE: 2220108705			FULL DESC: MAINT. & EQUIP			
				ACCOUNT TOTAL	5.00		
511	614900			FEED FOR ANIMALS			
012713	HILL'S PET NUTRITION	234815982	335728	0 2020 4 INV A	124.34 C-020420		FEED ANIMALS
	INVOICE: 234815982			FULL DESC: FEED ANIMALS			
012713	HILL'S PET NUTRITION	234867883	335729	0 2020 4 INV A	137.93 C-020420		FEED ANIMALS
	INVOICE: 234867883			FULL DESC: FEED ANIMALS			
				ACCOUNT TOTAL	262.27		
511	622100			PROFESSIONAL SERVICES			
000500	DESOTO COUNTY ANIMAL	166362	335730	0 2020 4 INV A	799.50 C-020420		PROF. SERVICES
	INVOICE: 166362			FULL DESC: PROF. SERVICES			
017049	ANIMAL HEALTH INTERN	9009872072	335727	0 2020 4 INV A	439.69 C-020420		PROF. SERVICES
	INVOICE: 9009872072			FULL DESC: PROF. SERVICES			
028872	PRECIOUS PAWS ANIMAL	166368	335800	0 2020 4 INV A	933.95 C-020420		PROF. SERVICES
	INVOICE: 166368			FULL DESC: PROF. SERVICES			
031319	SEYER CHASE	1-20	335732	0 2020 4 INV A	225.52 C-020420		PROF. SERVICES
	INVOICE:			FULL DESC: PROF. SERVICES			
				ACCOUNT TOTAL	2,398.66		
511	630400			MACHINERY & EQUIPMENT			
001361	SAM'S CLUB DIRECT	2-08-20	336127	0 2020 4 INV A	29.96 C-020420		SAM'S CLUB 2/8/20
	INVOICE:			FULL DESC: SAM'S CLUB 2/8/20			

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
010235 SPORTSMAN'S WAREHOUS INVOICE:		8J1AI000701F	0 FULL DESC: MACH. & EQUIP.	2020 4 INV A	94.98 C-020420		MACH. & EQUIP.
				ACCOUNT TOTAL	124.94		
			ORG 511	TOTAL	3,074.43		
901 614000 017201 BEST-WADE PETROLEUM INVOICE: 2177984		2177984	335725 FUEL & OIL FULL DESC: FUEL ORDER FOR PEPPERCHASE	2020 4 INV A	8,871.94 C-020420		FUEL ORDER FOR PEPP
017201 BEST-WADE PETROLEUM INVOICE: 2178023		2178023	335724 FUEL & OIL FULL DESC: FUEL ORDER FOR MAY BLVD	2020 4 INV A	5,490.02 C-020420		FUEL ORDER FOR MAY
					14,361.96		
				ACCOUNT TOTAL	14,361.96		
			ORG 901	TOTAL	14,361.96		
902 620750 030646 BEARDEN INTEGRATED L 185-2020 INVOICE:			EXPENSE ACCOUNTS 336081 LANDSCAPE GROUNDS MANICURE ROW FULL DESC: ROW MAINT CONTRACT	2020 4 INV A	35,500.00 C-020420		ROW MAINT CONTRACT
				ACCOUNT TOTAL	35,500.00		
902 620775 010622 GREEN KING SPRAY SER 196 INVOICE: 196			335961 LANDSCAPE MAINTENANCE SPRAYING FULL DESC: LANDSCAPE MAINTENANCE FOR JANUARY 2020	2020 4 INV A	10,940.00 C-020420		LANDSCAPE MAINTENAN
				ACCOUNT TOTAL	10,940.00		
902 620902 000233 QUARLES FIRE PROTEC INVOICE:		2020-718	336000 FACILITIES MANAGEMENT FULL DESC: SPRINKLER INSPECTION	2020 4 INV A	150.00 C-020420		SPRINKLER INSPECTIO
000233 QUARLES FIRE PROTEC INVOICE:		2020-719	335999 SPRINKLER INSPECTION FULL DESC: SPRINKLER INSPECTION	2020 4 INV A	150.00 C-020420		SPRINKLER INSPECTIO
					300.00		
000469 TRI-STAR COMPANIES, INVOICE:		TC14404	335994 HVAC SERVICE @ FIRE STATION 2 FULL DESC: HVAC SERV	2020 4 INV A	792.50 C-020420		HVAC SERVICE @ FIRE
000469 TRI-STAR COMPANIES, INVOICE:		TC14423	335988 HVAC SERV FULL DESC: HVAC SERV	2020 4 INV A	1,195.00 C-020420		HVAC SERV
					1,987.50		
000648 FLOIED FIRE EXTINGUI 6225251 INVOICE: 6225251			335952 ANNUAL INSPECTION @ 8710 NORTHWEST DR FULL DESC: ANNUAL INSPECTION @	2020 4 INV A	340.00 C-020420		ANNUAL INSPECTION @
000648 FLOIED FIRE EXTINGUI 6225696			335953 ANNUAL INSPECTION @ 8710 NORTHWEST DR FULL DESC: ANNUAL INSPECTION @	2020 4 INV A	270.00 C-020420		ANNUAL INSPECTION @

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VOUCHER PO . YEAR/PR TYP S

DESCRIPTION

FULL DESC: ANNUAL INSPECTION @ 8691 NORTHWEST DR

PEST CONTROL

PEST CONTROL

SAM'S CLUB 2/8/20

SAM'S CLUB 2/8/20

LIGHT BULBS

LIGHT BULBS

CLEANING OF SOUTHAV

CLEANING OF SOUTHAV

CLEANING OF WEST PR
CLEANING OF EAST PRCLEANING OF WEST PR
CLEANING OF EAST PR

CLEANING OF EAST FR
CLEANING OF 1855 VE

CLEANING OF EAST FR
CLEANING OF 1855 VE

CLEANING OF SOUTHAV

CLEANING OF SOUTHAV

CLEANING OF WEST PR

CLEANING OF WEST PR

CLEANING OF EAST PR

CLEANING OF EAST PR

336027 0 2020 4 INV A
FULL DESC: CLEANING OF 1855 VETERAINS DR

CLEANING OF 1855 VE

3,207.00

FILTER SERVICES

FILTER SERVICES

CLEANING - WEEK OF

CLEANING - WEEK OF

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CLEANAING WEEK OF 1/

3,542.50

SPD REPAIRS

SPD REPAIRS

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16,294.45

ACCOUNT TOTAL

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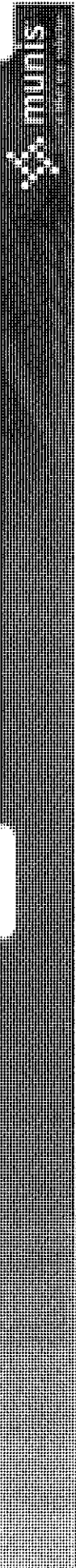
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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
902 024871 622100 WAGEWORKS INVOICE:		1119-TR44884	0336078 FULL DESC: NOV. 2019 COBRA	PROFESSIONAL SERVICES 2020 4 INV A	209.29 C-020420		NOV. 2019 COBRA
				ACCOUNT TOTAL	209.29		
902 005831 624850 UREANARCH ASSOC PC INVOICE:		18029-A8	0335826 FULL DESC: PARKS SHOP	SNOWDEN PARKS MAINT BUILDING 2020 4 INV A	1,671.42 C-020420		PARKS SHOP
				ACCOUNT TOTAL	1,671.42		
902 009591 625103 TRI FIRMA INVOICE:		5717QB	0336090 FULL DESC: DRAINAGE MAINT.	DRAINAGE MAINTENANCE 2020 4 INV A	5,174.05 C-020420		DRAINAGE MAINT.
009591 TRI FIRMA INVOICE:		5751QB	0336087 FULL DESC: DRAINAGE MAINT.	DRAINAGE MAINT. 2020 4 INV A	1,187.79 C-020420		DRAINAGE MAINT.
009591 TRI FIRMA INVOICE:		5752QB	0336088 FULL DESC: DRAINAGE MAINT.	DRAINAGE MAINT. 2020 4 INV A	4,737.08 C-020420		DRAINAGE MAINT.
009591 TRI FIRMA INVOICE:		5754QB	0336089 FULL DESC: DRAINAGE REPAIRS	DRAINAGE REPAIRS 2020 4 INV A	6,973.63 C-020420		DRAINAGE REPAIRS
				ACCOUNT TOTAL	18,072.55		
				ACCOUNT TOTAL	18,072.55		
902 009591 625150 TRI FIRMA INVOICE:		5755QB	0336130 FULL DESC: MS VALLEY BLVD PIPE INSTALL	DRAINAGE IMPROVEMENT 2020 4 INV A	21,921.26 C-020420		MS VALLEY BLVD PIPE
009591 TRI FIRMA INVOICE:		5756QB	0336128 FULL DESC: TRINITY CHURCH DRAINAGE IMP.	MS VALLEY BLVD PIPE INSTALL 2020 4 INV A	1,365.84 C-020420		TRINITY CHURCH DRAI
				ACCOUNT TOTAL	23,287.10		
				ACCOUNT TOTAL	23,287.10		
902 009591 625220 TRI FIRMA INVOICE:		5750QB	0336008 FULL DESC: STREET MAINT.	STREET MAINTENANCE 2020 4 INV A	1,838.18 C-020420		STREET MAINT.
				ACCOUNT TOTAL	1,838.18		
902 031102 625315 NORMAN ENTERPRISES INVOICE:		PAYAPP3	0336139 FULL DESC: CITY HALL RENOVATION	CITY HALL RENOVATIONS 2020 4 INV A	43,605.00 C-020420		CITY HALL RENOVATIO
				ACCOUNT TOTAL	43,605.00		
			ORG 902	TOTAL	151,417.99		

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ACCOUNT/VENDOR

DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

FUND 0010 GENERAL FUND
TOTAL: 344,687.36

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ACCOUNT/VENDOR	DOCUMENT	VOUCHER	PO				
711	BOND PROJECT EXPENSES						
711	640550	SNOWDEN PEDESTRIAN TRAIL					
030977 JM DUNCAN INC	PAYAPP3	335950	0	2020 4 INV A	137,187.91	C-020420	SNOWDEN GROVE PEDES
INVOICE:		FULL DESC:		SNOWDEN GROVE PEDESTRIAN PATHWAY/PAYAPP-3			
		ACCOUNT TOTAL		137,187.91			
		ORG 711		TOTAL			
				137,187.91			
				TOTAL:			
				137,187.91			
				FUND 0100 BOND FUNDED CAP PROJ			
				TOTAL:			
				137,187.91			

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
611 611 001540 MURPHY & SONS, INC. INVOICE: 135488	623800 90015	135488	336129 0	2020 4 INV A	13,918.34 C-020420		PAYAPP2- SNOWDEN SO
			FULL DESC: PAYAPP2- SNOWDEN SOCCER FIELD				
005831 URBANARCH ASSOC PC INVOICE:	19029-A1		335844 0	2020 4 INV A	24,877.33 C-020420		ARCHIECTUAL ON SNOW
			FULL DESC: ARCHIECTUAL ON SNOWDEN-SOCCER CONCESSION STAND				
			ACCOUNT TOTAL		38,795.67		
611 024168 FULWOOD CONSTRUCTION INVOICE:	623800 90016		336138 0	2020 4 INV A	108,115.91 C-020420		GREENBROOK INFOOR S
			FULL DESC: GREENBROOK INFOOR SOFTBALL FACILITY (PAYAPP-9)				
			ACCOUNT TOTAL		108,115.91		
			ORG 611 TOTAL		146,911.58		
			TOTAL:		146,911.58		
			FUND 0240 TOURIST & CONVENTION				

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1	TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0400				UTILITY FUND				
0400	130700				ACCOUNTS RECEIVABLE			
012774 ADAMS HOMES			36867	336037 0	2020 4 INV A	42.04	C-020420	
INVOICE: 36867				FULL DESC:				
012774 ADAMS HOMES			36868	336038 0	2020 4 INV A	81.08	C-020420	
INVOICE: 36868				FULL DESC:				
						123.12		
013811 BRANNON BUILDERS			36859	335642 0	2020 4 INV A	14.64	C-020420	
INVOICE: 36859				FULL DESC:				
021080 REGENCY HOME BUILDER			36870	336040 0	2020 4 INV A	100.60	C-020420	
INVOICE: 36870				FULL DESC:				
022006 WILDER MCCLAIN CONST			36866	336036 0	2020 4 INV A	56.68	C-020420	
INVOICE: 36866				FULL DESC:				
022164 W SMITH PROPERTIES			36871	336041 0	2020 4 INV A	118.44	C-020420	
INVOICE: 36871				FULL DESC:				
030292 KREUNEN NICK			36869	336039 0	2020 4 INV A	110.36	C-020420	
INVOICE: 36869				FULL DESC:				
031329 HALEY GLEN			36860	336030 0	2020 4 INV A	98.36	C-020420	
INVOICE: 36860				FULL DESC:				
031330 HENDERSON BRIAN			36861	336031 0	2020 4 INV A	52.20	C-020420	
INVOICE: 36861				FULL DESC:				
031331 EUKER WILLIAM & CARO			36862	336032 0	2020 4 INV A	98.36	C-020420	
INVOICE: 36862				FULL DESC:				
031332 DAVID RODNEY & MIRAN			36863	336033 0	2020 4 INV A	23.36	C-020420	
INVOICE: 36863				FULL DESC:				
031333 GRABBE KATHRYN			36864	336034 0	2020 4 INV A	85.30	C-020420	
INVOICE: 36864				FULL DESC:				
031334 PROTACIO MARLOWE & E			36865	336035 0	2020 4 INV A	52.20	C-020420	
INVOICE: 36865				FULL DESC:				
031335 RODMAN LAMAR-RENTAL			36872	336042 0	2020 4 INV A	42.48	C-020420	
INVOICE: 36872				FULL DESC:				
031336 SETPOINT INTERGRATED			36873	336043 0	2020 4 INV A	128.66	C-020420	
INVOICE: 36873				FULL DESC:				
031337 CARSON ANDREW			36874	336044 0	2020 4 INV A	45.08	C-020420	
INVOICE: 36874				FULL DESC:				

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ACCOUNT/VENDOR							
031338	HALL THOMAS & JANET INVOICE: 36875	36875	336045	0 2020 4 INV A	98.36	C-020420	
			FULL DESC:				
031339	KNIGHT RUSSELL INVOICE: 36876	36876	336046	0 2020 4 INV A	64.64	C-020420	
			FULL DESC:				
031340	HENDERSON CLARENCE INVOICE: 36877	36877	336047	0 2020 4 INV A	88.60	C-020420	
			FULL DESC:				
031341	HARPOLE KATHERINE INVOICE: 36878	36878	336048	0 2020 4 INV A	98.36	C-020420	
			FULL DESC:				
031342	WILKINS BRIAN INVOICE: 36879	36879	336049	0 2020 4 INV A	70.41	C-020420	
			FULL DESC:				
				ACCOUNT TOTAL	1,570.21		
				ORG 0400 TOTAL	1,570.21		
UTILITY EXPENSE ACCOUNTS							
811 002848	650901 HORN LAKE CREEK BASIN LOAN PYM INVOICE: 12020		335900	0 2020 4 INV A	2,787.69	C-020420	JAN 2020 SEWER EXT.
			FULL DESC:	JAN 2020 SEWER EXT. OF INTERCEPTOR			
				ACCOUNT TOTAL	2,787.69		
811 004646	650905 DCRUA SEWER TREATMENT FEE INVOICE: 2142		335901	0 2020 4 INV A	74,261.53	C-020420	FEB 2020 SEWER TREA
			FULL DESC:	FEB 2020 SEWER TREATMENT			
				ACCOUNT TOTAL	74,261.53		
				ORG 811 TOTAL	77,049.22		
UTILITY CAPITAL IMPROVEMENTS							
815 000952	625300 TYLER TECHNOLOGIES 45-288209 INVOICE:		335770	0 2020 4 INV A	3,000.00	C-020420	TYLER FORMS- UMCIS
			FULL DESC:	TYLER FORMS- UMCIS UPGRADE			
000952	TYLER TECHNOLOGIES 45-288210 INVOICE:		335772	0 2020 4 INV A	700.00	C-020420	CUSTOM FORMS FOR UB
			FULL DESC:	CUSTOM FORMS FOR UBCIS			
000952	TYLER TECHNOLOGIES 45-288703 INVOICE:		335769	0 2020 4 INV A	1,537.73	C-020420	TRAINING FOR UBCIS
			FULL DESC:	TRAINING FOR UBCIS			
				ACCOUNT TOTAL	5,237.73		
				ORG 811 TOTAL	5,237.73		
UTILITY CAPITAL IMPROVEMENTS							
815 000354	625305 SANITARY SEWER EXTENSION INVOICE: 18027		336112	0 2020 4 INV A	2,209.00	C-020420	PVC PIPE, MARKING T
			FULL DESC:	PVC PIPE, MARKING TAPE, ETC.			
004494	J R STEWART 34241		335892	0 2020 4 INV A	4,966.30	C-020420	FLOAT TREES

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YEAR/PERIOD: 2020/1 TO 2020/5		DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
INVOICE: 34241							
FULL DESC: FLOAT TREES							
005329	TENCARVA MACHINERY C 817118	335766	0	2020 4 INV A	4,437.74	C-020420	COVER MANHOLE FAR C
INVOICE: 817118		FULL DESC: COVER MANHOLE FAR COLLEGE RD					
005329	TENCARVA MACHINERY C 817412	335778	0	2020 4 INV A	364.00	C-020420	SMART COVER
INVOICE: 817412		FULL DESC: SMART COVER					
					4,801.74		
		ACCOUNT TOTAL			11,977.04		
		ORG 815 TOTAL			17,214.77		
		UTILITY ADMINISTRATIVE EXPENSE					
		OFFICE SUPPLIES					
820	610400	425005736001	0	2020 4 INV A	287.10	C-020420	TONER AND INK FOR P
007600	OFFICE DEPOT	425005736001	FULL DESC: TONER AND INK FOR PC				
007600	OFFICE DEPOT	427304043001	0	2020 4 INV A	30.98	C-020420	OFFICE SUPPLIES
INVOICE: 427304043001		FULL DESC: OFFICE SUPPLIES					
					318.08		
026785	BEST BUY	978219	0	2020 4 INV A	129.99	C-020420	SPEAKER FOR CONFERE
INVOICE: 978219		FULL DESC: SPEAKER FOR CONFERENCE ROOM COMPUTER					
		ACCOUNT TOTAL			448.07		
		BANK FEES					
820	624102	200101280380	0	2020 4 INV A	2,000.00	C-020420	WATER/SEWER 2016 RE
002242	TRUSTMARK NATIONAL B	200101280380	FULL DESC: WATER/SEWER 2016 REF BONDS FEES				
INVOICE: 200101280380					2,000.00		
		ACCOUNT TOTAL			2,000.00		
		TELEPHONE & POSTAGE					
820	625700	1414202001	0	2020 4 INV A	7,563.75	C-020420	WATER BILL POSTAGE
017546	ARISTA	1414202001	FULL DESC: WATER BILL POSTAGE JAN. 2020				
INVOICE: 1414202001					7,563.75		
		ACCOUNT TOTAL			7,563.75		
		PRINTING					
820	626500	28991	0	2020 4 INV A	3,016.62	C-020420	WATER BILL PRINTING
017546	ARISTA	28991	FULL DESC: WATER BILL PRINTING JANUARY 2020				
INVOICE: 28991					3,016.62		
		ACCOUNT TOTAL			13,028.44		
		ORG 820 TOTAL					
		UTILITY MAINTENANCE EXPENSES					
		MATERIALS					
825	611000	000354	0	2020 4 INV A	270.55	C-020420	MATERIALS
000354	METER SERVICE AND SU 17964	000354	FULL DESC: MATERIALS				
INVOICE: 17964		FULL DESC: MATERIALS			270.55	C-020420	
000354	METER SERVICE AND SU 17994	000354	0	2020 4 INV A	652.50	C-020420	METER COUPLINGS

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000354 METER SERVICE AND SU INVOICE: 17994 INVOICE: 18000		9405278194	FULL DESC: 335785	0 2020 4 INV A	1,040.00 C-020420		METER BOXES
			FULL DESC: 335887				
000457 GRAINGER INVOICE: 9405278194 000457 GRAINGER INVOICE: 9405710790 000457 GRAINGER INVOICE: 9405710808		9405278194	FULL DESC: 335887	0 2020 4 INV A	33.93 C-020420		PULLEY
			FULL DESC: 335886				
			FULL DESC: 335885				
			FULL DESC: 335885				
000687 SOUTHERN PIPE & SUPP INVOICE: 3800818		3800818	FULL DESC: 336092	0 2020 4 INV A	272.16 C-020420		DRAIN PUMP
			FULL DESC: 335897				
000989 ICM OF MEMPHIS INVOICE: 30003853		30003853	FULL DESC: 335897	0 2020 4 INV A	476.88 C-020420		POLE
			FULL DESC: 335791				
001102 SOUTHAVEN SUPPLY INVOICE: 24317		24317	FULL DESC: 335791	0 2020 4 INV A	1,245.72 C-020420		MISC. SUPPLIES
			FULL DESC: 335779				
002869 VULCAN MATERIALS INVOICE: 32193304		32193304	FULL DESC: 335779	0 2020 4 INV A	5,502.42 C-020420		LIMESTONE
			FULL DESC: 335918				
004246 HARBOR FREIGHT TOOLS INVOICE: 1257331		1257331	FULL DESC: 335918	0 2020 4 INV A	19.98 C-020420		SCREWDRIERS
			FULL DESC: 336114				
007304 O'REILLYS AUTO PARTS INVOICE:		1257-448331	FULL DESC: 336114	0 2020 4 INV A	12.62 C-020420		AIR CHUCK & AIR PLU
			FULL DESC: 335893				
007766 CENTRAL PIPE SUPPLY, INVOICE:		S100201320-2	FULL DESC: 335893	0 2020 4 INV A	585.00 C-020420		1 1/2" METER
			FULL DESC: 335894				
007766 CENTRAL PIPE SUPPLY, INVOICE:		S100204895-1	FULL DESC: 335894	0 2020 4 INV A	1,824.00 C-020420		1" METERS
			FULL DESC: 335894				
020637 IAC, INC INVOICE: 1114083		1114083	FULL DESC: 335895	0 2020 4 INV A	271.70 C-020420		CONTACTOR
			FULL DESC: 335890				
026785 BEST BUY INVOICE: 4344682		4344682	FULL DESC: 335890	0 2020 4 INV A	129.99 C-020420		SPEAKER
			FULL DESC: 335913				
026785 BEST BUY INVOICE: 4357225		4357225	FULL DESC: 335913	0 2020 4 INV A	145.98 C-020420		APPLE PEN IPAD CASE
			FULL DESC: 335913				
ACCOUNT TOTAL					275.97		
					12,866.37		

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ACCOUNT/VENDOR								
825	611100							CHEMICALS
	001146 IDEAL CHEMICAL	245222		335889	0	2020 4 INV A		CASUTIC SODA & FLUO
	INVOICE: 245222			FULL DESC:		CASUTIC SODA & FLUORIDE FOR GREENBROOK WTP	1,673.15 C-020420	
	001146 IDEAL CHEMICAL	245436		335917	0	2020 4 INV A		FLUORIDE & CHLORINE
	INVOICE: 245436			FULL DESC:		FLUORIDE & CHLORINE FOR WHITWORTH WTP	827.50 C-020420	
	001146 IDEAL CHEMICAL	245437		335915	0	2020 4 INV A		FLUORIDE & CHLORINE
825	611300							ROUTINE MAINTENANCE
	000189 HOMER SKELTON FORD	6108326		335948	0	2020 4 INV A		
	INVOICE: 6108326			FULL DESC:		ROUTINE MAINTENANCE TRUCK #854	60.40 C-020420	
	000669 CAMPER CITY USA INC	656750		335921	0	2020 4 INV A		BED LINER TRUCK #80
	INVOICE: 656750			FULL DESC:		BED LINER TRUCK #803	369.00 C-020420	
	000883 AMERICAN TIRE REPAIR	145168		335919	0	2020 4 INV A		TIRES TRUCK #808
825	612500							REPAIRS TO TRUCK #8
	000983 UNIFIRST CORP	2220108707		335951	0	2020 4 INV A		
	INVOICE: 2220108707			FULL DESC:		REPAIRS TO TRUCK #808	1,408.13 C-020420	
	000983 UNIFIRST CORP	2220110569		335767	0	2020 4 INV A		BATTERY - TRUCK #80
	INVOICE: 2220110569			FULL DESC:		BATTERY - TRUCK #805	243.28 C-020420	
						ACCOUNT TOTAL	2,380.37	
825	622100							UNIFORMS
	000983 UNIFIRST CORP	2220108707		336122	0	2020 4 INV A		
	INVOICE: 2220108707			FULL DESC:		UNIFORMS	106.59 C-020420	
	000983 UNIFIRST CORP	2220110569		336086	0	2020 4 INV A		UNIFORMS
	INVOICE: 2220110569			FULL DESC:		UNIFORMS	106.59 C-020420	
						ACCOUNT TOTAL	213.18	
825	622100							REPAIR LIGHTS @ COL
	000379 HERNDON ELECTRIC	9172		335896	0	2020 4 INV A		
	INVOICE: 9172			FULL DESC:		REPAIR LIGHTS @ COLLEGE RD WT	1,760.00 C-020420	
	009195 GAINES, ROBERT	1223		336094	0	2020 4 INV A		SCADA SERVICES
	INVOICE: 1223			FULL DESC:		SCADA SERVICES	3,995.00 C-020420	
						ACCOUNT TOTAL	590.00 C-020420	
011134 WHITFIELD		67552		335768	0	2020 4 INV A		REPLACE MOTOR @GEFW

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YEAR/PERIOD: 2020/1 TO 2020/5		DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
INVOICE: 67552							
011134 WHITFIELD	67640	FULL DESC:	REPLACE MOTOR @GETWELL WT				
INVOICE: 67640		335782	0 2020 4 INV A		1,341.41	C-020420	LIGHT REPAIRS @ GET
011134 WHITFIELD	67766	FULL DESC:	LIGHT REPAIRS @ GETWELL WATER TOWER				
INVOICE: 67766		335927	0 2020 4 INV A		531.00	C-020420	REPAIRS TO BELLE PO
		FULL DESC:	REPAIRS TO BELLE POINTE LIFT STATION				
					<u>2,462.41</u>		
016939 ADVANCE ELECTRIC	20409	335891	0 2020 4 INV A		3,970.93	C-020420	PROCESSOR
INVOICE: 20409		FULL DESC:	PROCESSOR				
			ACCOUNT TOTAL		12,188.34		
825	624500						
019580 NAVIGATION ELECTRONI	73178	335972	LICENSES & MISCELLANEOUS FEES				
INVOICE: 73178		FULL DESC:	20000071 2020 4 INV A		1,712.00	C-020420	TERRAFLEX SOFTWARE
			TERRAFLEX SOFTWARE RENEWAL FOR				
			ACCOUNT TOTAL		1,712.00		
825	630600						
000659 CAMPER CITY USA INC	436319	335920	VEHICLES				
INVOICE: 436319		FULL DESC:	0 2020 4 INV A		178.00	C-020420	FLOOR MATS TRUCK #8
			FLOOR MATS TRUCK #857				
			ACCOUNT TOTAL		178.00		
825	650903						
002848 HORN LAKE CREEK BASI	1202020	335929	INTERCEPTOR SEWER TREATMENT				
INVOICE: 1202020		FULL DESC:	0 2020 4 INV A		90,644.26	C-020420	SEWER FEES JAN. 202
			SEWER FEES JAN. 2020				
			ACCOUNT TOTAL		90,644.26		
			ORG 825		128,512.67		
			TOTAL				
=====							=====
FUND 0400 UTILITY FUND							TOTAL:
							237,375.31
=====							=====

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ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

850 612500 MAINTENANCE EXPENSES
850 000983 UNIFORMS 2220108709 335843 0 2020 4 INV A 27.41 C-020420 UNIFORMS
INVOICE: 2220108709 FULL DESC: UNIFORMS
000983 UNIFORMS 2220110571 336011 0 2020 4 INV A 27.41 C-020420 UNIFORMS
INVOICE: 2220110571 FULL DESC: UNIFORMS

54.82

ACCOUNT TOTAL 54.82

ORG 850 TOTAL 54.82

FUND 0450 SANITATION FUND

TOTAL:

54.82

** END OF REPORT - Generated by Pam Pyle **

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1	TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
111 111 625700 001167 AT&T MOBILITY INVOICE:	3690-010320	335647	0	2020	4 INV P	55.82 D-020420	173191	287266623690 - MAYO
	FULL DESC: 287266623690 - MAYOR ADMIN CELL PHONE							
	ACCOUNT TOTAL					55.82		
	ORG 111					55.82		
	TOTAL					55.82		
150 150 610500 001167 AT&T MOBILITY INVOICE:	7424-1119	335860	0	2020	4 INV P	1,160.75 D-020420	173203	287288007424-PD
	FULL DESC: 287288007424-PD							
002351 COMCAST INVOICE:	1174-010820	335813	0	2020	4 INV P	82.36 D-020420	173208	8396 01 001 0001174
	FULL DESC: 8396 01 001 0001174 - MASTER CABLE BILL/JAN. 2020							
	ACCOUNT TOTAL					1,243.11		
150 625700 001167 AT&T MOBILITY INVOICE:	43491-010320	335652	0	2020	4 INV P	577.31 D-020420	173191	287251543491-ITEC D
	FULL DESC: 287251543491-ITEC DEPARTMENT							
	ACCOUNT TOTAL					577.31		
	ORG 150					1,820.42		
	TOTAL					1,820.42		
155 155 625700 001167 AT&T MOBILITY INVOICE:	9424-010320	335701	0	2020	4 INV P	194.10 D-020420	173199	287258869424 - CITY
	FULL DESC: 287258869424 - CITY CLERK							
	ACCOUNT TOTAL					194.10		
	ORG 155					194.10		
	TOTAL					194.10		
180 180 625700 001167 AT&T MOBILITY INVOICE:	2685-010320	335650	0	2020	4 INV P	167.46 D-020420	173191	287269342685 - BUIL
	FULL DESC: 287269342685 - BUILDING DEPT. CELL PHONES							
001167 AT&T MOBILITY INVOICE:	2970-010320	335651	0	2020	4 INV P	334.92 D-020420	173191	287270432970 - CODE
	FULL DESC: 287270432970 - CODE ENFORCEMENT CELL PHONES							
001167 AT&T MOBILITY INVOICE:	4718-010320	335648	0	2020	4 INV P	111.64 D-020420	173191	287274134718 - PLAN
	FULL DESC: 287274134718 - PLANNING DEPT. CELL PHONES							
	ACCOUNT TOTAL					614.02		
	ORG 180					614.02		
	TOTAL					614.02		

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YEAR/PERIOD: 2020/1 TO 2020/5		DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
290							
290	600100						
	002313 MS STATE RETIREMENT	1282020	335830	0 2020 4 INV P	229.47 D-020420	173201	MATTHEWS, COLE, YOUNG
	INVOICE: 1282020						
				ACCOUNT TOTAL	229.47		
290	626000						
	000966 ENTERGY	150210740120	335643	0 2020 4 INV P	1,411.11 D-020420	173198	15021074 - 6450 GET
	INVOICE: 65005896005						
	000966 ENTERGY	153749520120	335644	0 2020 4 INV P	911.33 D-020420	173198	15374952 - 6050 ELM
	INVOICE: 205005355161						
	000966 ENTERGY	794016670120	335868	0 2020 4 INV P	816.73 D-020420	173218	79401667 - 7980 SWI
	INVOICE: 505003152508						
				ACCOUNT TOTAL	3,139.17		
				UTILITIES			
				0 2020 4 INV P			
				15021074 - 6450 GETWELL RD			
				0 2020 4 INV P			
				15374952 - 6050 ELMORE RD			
				0 2020 4 INV P			
				79401667 - 7980 SWINNEA RD			
				0 2020 4 INV P			
				2695-011520 335867			
				0 2020 4 INV P			
				3019672695 - 7980 SWINNEA RD			
				0 2020 4 INV P			
				3016939368 - 1940 STATELINE RD W			
				0 2020 4 INV P			
				3016939368 - 1940 STATELINE RD W			
				ACCOUNT TOTAL	1,657.09		
				ACCOUNT TOTAL	4,796.26		
				ORG 290 TOTAL	5,025.73		
311	625700						
311	001167 AT&T MOBILITY	29041-010320	335654	0 2020 4 INV P	400.85 D-020420	173191	287251729041- PUBLI
	INVOICE:						
				ACCOUNT TOTAL	400.85		
				ACCOUNT TOTAL	400.85		
				ORG 311 TOTAL			
315	626000						
315	000966 ENTERGY	100968040120	335761	0 2020 4 INV P	388.75 D-020420	173211	100968049 - 8770 NO
	INVOICE: 215005295378						
	000966 ENTERGY	108163820120	335606	0 2020 4 INV P	53.75 D-020420	173197	108163825 - 6145 AI
	INVOICE: 525002908675						
	000966 ENTERGY	110821950120	336071	0 2020 4 INV P	193.23 D-020420	173218	110821956 - HIGHWAY
	INVOICE: 190004837511						
	000966 ENTERGY	110821960120	335755	0 2020 4 INV P	71.67 D-020420	173210	110821964 - ST LINE
	INVOICE: 210004247075						
	000966 ENTERGY	110821970120	335756	0 2020 4 INV P	55.41 D-020420	173210	110821972 - STATELI
	INVOICE: 210004247076						
	000966 ENTERGY	110821990120	335757	0 2020 4 INV P	59.38 D-020420	173210	110821998 - MISS VA
	INVOICE: 210004247077						
				ACCOUNT TOTAL			
				ACCOUNT TOTAL			
				ORG 311 TOTAL			
				CITY TRAFFIC AND STREETS LIGHT			
				UTILITIES			
				0 2020 4 INV P			
				100968040120 335761			
				0 2020 4 INV P			
				108163820120 335606			
				0 2020 4 INV P			
				110821950120 336071			
				0 2020 4 INV P			
				110821960120 335755			
				0 2020 4 INV P			
				110821970120 335756			
				0 2020 4 INV P			
				110821990120 335757			
				0 2020 4 INV P			
				110821998 - MISS VALLEY BLVD			

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ACCOUNT/VENDOR

YEAR/PERIOD: 2020/1 TO 2020/5 ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000966 ENTERGY INVOICE: 250062215282	110822010120 336058 FULL DESC:	0	2020 4 INV P	141.90 D-020420	173217	110822012 - STATELI
000966 ENTERGY INVOICE: 210004247078	110822030120 335781 FULL DESC:	110822012 - STATELINE RD I55	2020 4 INV P	56.83 D-020420	173210	110822038 - RASCO R
000966 ENTERGY INVOICE: 555002433939	115078630120 335762 FULL DESC:	110822038 - RASCO RD HWY 51	2020 4 INV P	21.42 D-020420	173209	115078636 - 1989 ST
000966 ENTERGY INVOICE: 250004414866	119287240120 336063 FULL DESC:	115078636 - 1989 STATELINE RD E	2020 4 INV P	361.70 D-020420	173218	119287241 - 1855 FI
000966 ENTERGY INVOICE: 215005291167	124065170120 335623 FULL DESC:	119287241 - 1855 FIRST COMMERCIAL DR N	2020 4 INV P	25.61 D-020420	173196	124065178 - AIRWAYS
000966 ENTERGY INVOICE: 215005291168	124075080120 335624 FULL DESC:	124065178 - AIRWAYS BLVD AND CENTRAL MAIL ENTRY	2020 4 INV P	29.32 D-020420	173197	124075086 - AIRWAYS
000966 ENTERGY INVOICE: 265004899910	147671980120 335627 FULL DESC:	124075086 - AIRWAYS BLVD AND PLUM POINT	2020 4 INV P	35.61 D-020420	173197	147671986 - SE CORN
000966 ENTERGY INVOICE: 265004899911	147671990120 335628 FULL DESC:	147671986 - SE CORNER OF HWY 302 AND I-55	2020 4 INV P	39.29 D-020420	173197	147671994 - GOODMAN
000966 ENTERGY INVOICE: 80006034771	149789880120 336068 FULL DESC:	147671994 - GOODMAN AND TCHULAHOMA RD	2020 4 INV P	34.01 D-020420	173217	149789885 - MISSISS
000966 ENTERGY INVOICE: 125005625125	150649670120 335613 FULL DESC:	149789885 - MISSISSIPPI VALLEY BLVD	2020 4 INV P	291.48 D-020420	173198	15064967 - ST LTS C
000966 ENTERGY INVOICE: 215005293699	1555664180120 335774 FULL DESC:	15064967 - ST LTS CITY MAINT	2020 4 INV P	70.88 D-020420	173210	155566418 - STATE LI
000966 ENTERGY INVOICE: 180004701954	155566160120 336057 FULL DESC:	155566418 - STATE LINE & NORTHWEST	2020 4 INV P	70.88 D-020420	173217	15556616 - STATELIN
000966 ENTERGY INVOICE: 470002627353	158165845012 335793 FULL DESC:	15556616 - STATELINE RD MKRT DR	2020 4 INV P	34.36 D-020420	173210	158165845 - 2719 BR
000966 ENTERGY INVOICE: 360003057535	160129910120 335797 FULL DESC:	158165845 - 2719 BROOKHAVEN DR	2020 4 INV P	353.01 D-020420	173211	160129912 - HIGHWAY
000966 ENTERGY INVOICE: 145005581459	162933590120 335619 FULL DESC:	160129912 - HIGHWAY 51 AT MAIN ST TRAF LGT	2020 4 INV P	71.67 D-020420	173197	16293359 - WHITWORT
000966 ENTERGY INVOICE: 145005581473	163447490120 335620 FULL DESC:	16293359 - WHITWORTH AND ST LINE RD	2020 4 INV P	14.71 D-020420	173196	16344749 - SWEET FL
000966 ENTERGY INVOICE: 135005602882	167132400120 335618 FULL DESC:	16344749 - SWEET FLAG LOOP	2020 4 INV P	58.15 D-020420	173197	16713240 - CHURCH R
000966 ENTERGY INVOICE: 135005602883	167139680120 335617 FULL DESC:	16713240 - CHURCH RD @ I-55	2020 4 INV P	35.77 D-020420	173197	16713968 - CHURCH R
000966 ENTERGY INVOICE: 170004629048	168322300120 335780 FULL DESC:	16713968 - CHURCH RD @ GETWELL RD	2020 4 INV P	285.38 D-020420	173210	16832230 - 453 AIRP
000966 ENTERGY INVOICE: 395004068098	168342930120 336066 FULL DESC:	16832230 - 453 AIRPORT INDUSTRIAL DR	2020 4 INV P	113.63 D-020420	173217	16834293 - HIGHWAY
000966 ENTERGY INVOICE: 355004239989	168347560120 335773 FULL DESC:	16834293 - HIGHWAY 51 AT CUSTER DR TRAF LGT	2020 4 INV P	6.66 D-020420	173209	16834756 - SOUTH CI
000966 ENTERGY INVOICE: 370003075823	168350190120 335609 FULL DESC:	16834756 - SOUTH CIR NORTHFIELD	2020 4 INV P	83.98 D-020420	173198	16835019 - T L MILL
000966 ENTERGY INVOICE: 175005521466	168359510120 336059 FULL DESC:	16835019 - T L MILLERANCH ST LIN	2020 4 INV P	3.81 D-020420	173196	16835456 - SOUTHAVE
000966 ENTERGY INVOICE: 2019818533	168361990120 335629 FULL DESC:	16835456 - SOUTHAVEN ELEM SCHOOL	2020 4 INV P	24.45 D-020420	173217	16835951 - STATELIN
000966 ENTERGY INVOICE: 250004407029	168375280120 335626 FULL DESC:	16836199 - STATELINE RD AIRWAYS	2020 4 INV P	63,987.06 D-020420	173198	16836199 - STREET L
000966 ENTERGY INVOICE: 250004407029		16837528 - STREET LIGHTS	2020 4 INV P	87.70 D-020420	173198	16837528 - STATE LI
		16837528 - STATE LINE & GETWELL				

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000966 ENTERGY INVOICE: 175005521467	168399790120 336060 FULL DESC:	0	2020 4 INV P	59.38 D-020420	173217	16839979	- ST LINE RD HAMILTON
000966 ENTERGY INVOICE: 175005521468	168501820120 336061 FULL DESC:	0	2020 4 INV P	13.64 D-020420	173217	16850182	- GREENBROOK PKWY ST LGT
000966 ENTERGY INVOICE: 175005521469	168503980120 336062 FULL DESC:	0	2020 4 INV P	6.66 D-020420	173217	16850398	- GREENBROOK PKWY RASC
000966 ENTERGY INVOICE: 370003075828	168508850120 335607 FULL DESC:	0	2020 4 INV P	30.99 D-020420	173197	16850885	- AIRWAYS AND RASCO
000966 ENTERGY INVOICE: 270004453041	169390030120 335763 FULL DESC:	0	2020 4 INV P	31.40 D-020420	173209	16839003	- HIGHWAY 51 & DORCHESTER
000966 ENTERGY INVOICE: 495003491131	173273540120 335631 FULL DESC:	0	2020 4 INV P	73.91 D-020420	173198	17327354	- SWINNEA RD & HWY 302
000966 ENTERGY INVOICE: 350003051524	180544450120 335787 FULL DESC:	0	2020 4 INV P	26.56 D-020420	173209	18054445	- 8777 WHITWORTH ST
000966 ENTERGY INVOICE: 45006008316	190474970120 335784 FULL DESC:	0	2020 4 INV P	22.61 D-020420	173209	19047497	- 951 RASCO RD
000966 ENTERGY INVOICE: 170004624650	191312000120 335630 FULL DESC:	0	2020 4 INV P	21.02 D-020420	173196	19131200	- 8185 GETWELL RD
000966 ENTERGY INVOICE: 195005649301	479040400120 335799 FULL DESC:	0	2020 4 INV P	28.91 D-020420	173209	47904040	- 8683 AIRWAYS BLVD
000966 ENTERGY INVOICE: 440002564036	508813090120 335610 FULL DESC:	0	2020 4 INV P	21.68 D-020420	173196	50881309	- 1005 CHURCH W RD
000966 ENTERGY INVOICE: 180004703441	508814160120 336069 FULL DESC:	0	2020 4 INV P	22.61 D-020420	173217	50881416	- 4005 STATELINE RD
000966 ENTERGY INVOICE: 275004833017	527304700120 335611 FULL DESC:	0	2020 4 INV P	25.08 D-020420	173196	52730470	- 85 CHURCH RD E
000966 ENTERGY INVOICE: 285004737954	552454840120 335775 FULL DESC:	0	2020 4 INV P	328.53 D-020420	173211	55245484	- 8935 COMMERCE DR
000966 ENTERGY INVOICE: 305004455868	585229540120 335621 FULL DESC:	0	2020 4 INV P	26.01 D-020420	173196	58522954	- 6875 AIRWAYS BLVD
000966 ENTERGY INVOICE: 285004734730	594788670120 335605 FULL DESC:	0	2020 4 INV P	27.07 D-020420	173197	59478867	- 6345 AIRWAYS BLVD
000966 ENTERGY INVOICE: 285004734731	594789410120 335612 FULL DESC:	0	2020 4 INV P	21.81 D-020420	173196	59478941	- 6610 AIRWAYS BLVD
000966 ENTERGY INVOICE: 75005879026	616457190120 335790 FULL DESC:	0	2020 4 INV P	88.22 D-020420	173210	61645719	- 7655 AIRWAYS BLVD
000966 ENTERGY INVOICE: 75005879027	616457840120 335789 FULL DESC:	0	2020 4 INV P	72.97 D-020420	173210	61645784	- 7532 SOUTHCREST PKWY
000966 ENTERGY INVOICE: 220004324661	649450740120 336067 FULL DESC:	0	2020 4 INV P	28.13 D-020420	173217	64945074	- 805 RASCO RD
000966 ENTERGY INVOICE: 345004272085	681345840120 335783 FULL DESC:	0	2020 4 INV P	32.97 D-020420	173209	68134584	- HAMILTON & STATE LINE RD
000966 ENTERGY INVOICE: 180004699411	681346340120 335765 FULL DESC:	0	2020 4 INV P	31.39 D-020420	173209	68134634	- NORTHWEST DR & STATE LINE RD
000966 ENTERGY INVOICE: 180004699412	681353260120 335771 FULL DESC:	0	2020 4 INV P	70.61 D-020420	173210	68135326	- STATELINE RD & I-55 INTERSECTION
000966 ENTERGY INVOICE: 390003067320	798961140120 335764 FULL DESC:	0	2020 4 INV P	35.99 D-020420	173210	79896114	- 984 STATELINE RD W
000966 ENTERGY INVOICE: 330003047004	89409950120 336065 FULL DESC:	0	2020 4 INV P	11.31 D-020420	173217	89409965	- ESTATES OF NORTHCREEK LIGHTING
000966 ENTERGY INVOICE: 235005122917	894172160120 335622 FULL DESC:	0	2020 4 INV P	30.08 D-020420	173197	89417216	- 5577 GETWELL RD

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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000966 ENTERGY INVOICE: 170004624752 000966 ENTERGY INVOICE: 335004360626 000966 ENTERGY INVOICE: 290004451141		894172320120 335633	0	2020 4 INV P	21.29 D-020420	173196	89417232 - 6006 GET
		FULL DESC: 89417232 - 6006 GETWELL RD					
		902532950120 335792	0	2020 4 INV P	23.66 D-020420	173209	90253295 - 8507 INV
		FULL DESC: 90253295 - 8507 INVERNESS DR					
000966 ENTERGY INVOICE: 290004451141		912245350120 335625	0	2020 4 INV P	23.78 D-020420	173196	91224535 - 992 CHUR
		FULL DESC: 91224535 - 992 CHURCH RD E					
					68,419.73		
				ACCOUNT TOTAL	68,419.73		
411 600100 002313 MS STATE RETIREMENT INVOICE: 1282020				ORG 315 TOTAL	68,419.73		
			PARKS DEPARTMENT				
		1282020	335830	SALARIES-ADMINISTRATION			
		FULL DESC: 1282020 4 INV P		2020 4 INV P	82.90 D-020420	173201	MATTHEWS, COLE, YOUNG
411 625700 001167 AT&T MOBILITY INVOICE:				MATTHEWS, COLE, YOUNG, MULLINS, PARBS ADJUSTMENT			
					82.90		
				ACCOUNT TOTAL	82.90		
		61081-010320 335653	0	TELEPHONE & POSTAGE			
411 626000 000966 ENTERGY INVOICE: 440002567217 000966 ENTERGY INVOICE: 195005642723 000966 ENTERGY INVOICE: 25006212722 000966 ENTERGY INVOICE: 300003103411 000966 ENTERGY INVOICE: 15006338095 000966 ENTERGY INVOICE: 210004244086 000966 ENTERGY INVOICE: 210004244087 000966 ENTERGY INVOICE: 290004452707 000966 ENTERGY INVOICE: 250004407025 000966 ENTERGY INVOICE: 370003075826 000966 ENTERGY INVOICE: 250004407028 000966 ENTERGY INVOICE: 270004453040				2020 4 INV P	719.24 D-020420	173191	287265161081- PARKS
				2020 4 INV P	719.24		
				ACCOUNT TOTAL	719.24		
				UTILITIES			
000966 ENTERGY INVOICE: 440002567217 000966 ENTERGY INVOICE: 195005642723 000966 ENTERGY INVOICE: 25006212722 000966 ENTERGY INVOICE: 300003103411 000966 ENTERGY INVOICE: 15006338095 000966 ENTERGY INVOICE: 210004244086 000966 ENTERGY INVOICE: 210004244087 000966 ENTERGY INVOICE: 290004452707 000966 ENTERGY INVOICE: 250004407025 000966 ENTERGY INVOICE: 370003075826 000966 ENTERGY INVOICE: 250004407028 000966 ENTERGY INVOICE: 270004453040		117424330120 335748	0	2020 4 INV P	23.97 D-020420	173209	117424333 - 1729 BR
		FULL DESC: 117424333 - 1729 BROOKHAVEN DR					
		119242970120 335584	0	2020 4 INV P	61.51 D-020420	173197	119242972 - 7635 TC
		FULL DESC: 119242972 - 7635 TCHULAHOMA RD					
000966 ENTERGY INVOICE: 25006212722 000966 ENTERGY INVOICE: 300003103411 000966 ENTERGY INVOICE: 15006338095 000966 ENTERGY INVOICE: 210004244086 000966 ENTERGY INVOICE: 210004244087 000966 ENTERGY INVOICE: 290004452707 000966 ENTERGY INVOICE: 250004407025 000966 ENTERGY INVOICE: 370003075826 000966 ENTERGY INVOICE: 250004407028 000966 ENTERGY INVOICE: 270004453040		123335760120 335743	0	2020 4 INV P	1,387.50 D-020420	173211	123335762 - 800 STO
		FULL DESC: 123335762 - 800 STOWEWOOD DR					
		125567880120 335740	0	2020 4 INV P	426.65 D-020420	173211	125567883 - 800 STO
		FULL DESC: 125567883 - 800 STOWEWOOD DR MTR 3					
000966 ENTERGY INVOICE: 15006338095 000966 ENTERGY INVOICE: 210004244086 000966 ENTERGY INVOICE: 210004244087 000966 ENTERGY INVOICE: 290004452707 000966 ENTERGY INVOICE: 250004407025 000966 ENTERGY INVOICE: 370003075826 000966 ENTERGY INVOICE: 250004407028 000966 ENTERGY INVOICE: 270004453040		127643920120 335736	0	2020 4 INV P	7.73 D-020420	173209	127643922 - 7890 GR
		FULL DESC: 127643922 - 7890 GREENBROOK PKWY					
		157446420120 335585	0	2020 4 INV P	2,816.06 D-020420	173198	15744642 - 3376 NAI
		FULL DESC: 15744642 - 3376 NAIL RD					
000966 ENTERGY INVOICE: 210004244086 000966 ENTERGY INVOICE: 210004244087 000966 ENTERGY INVOICE: 290004452707 000966 ENTERGY INVOICE: 250004407025 000966 ENTERGY INVOICE: 370003075826 000966 ENTERGY INVOICE: 250004407028 000966 ENTERGY INVOICE: 270004453040		157448650120 335586	0	2020 4 INV P	12.27 D-020420	173196	15744865 - 3566 NAI
		FULL DESC: 15744865 - 3566 NAIL RD					
		159288980120 335738	0	2020 4 INV P	114.54 D-020420	173210	15928989 - 8400 GRE
		FULL DESC: 159288989 - 8400 GREENBROOK PKWY					
000966 ENTERGY INVOICE: 290004452707 000966 ENTERGY INVOICE: 250004407025 000966 ENTERGY INVOICE: 370003075826 000966 ENTERGY INVOICE: 250004407028 000966 ENTERGY INVOICE: 270004453040		168333290120 335597	0	2020 4 INV P	40.91 D-020420	173197	16833329 - 3278 MAY
		FULL DESC: 16833329 - 3278 MAY BLVD					
		168368840120 335582	0	2020 4 INV P	54.27 D-020420	173197	16836884 - CHAPARRA
		FULL DESC: 16836884 - CHAPARRAL LN PARK					
000966 ENTERGY INVOICE: 370003075826 000966 ENTERGY INVOICE: 250004407028 000966 ENTERGY INVOICE: 250004407028 000966 ENTERGY INVOICE: 270004453040		168373040120 335598	0	2020 4 INV P	138.02 D-020420	173198	16837304 - 6205 SNO
		FULL DESC: 16837304 - 6205 SNOWDEN LN					
		168384190120 335742	0	2020 4 INV P	7.73 D-020420	173209	16838419 - 7505 CHE
		FULL DESC: 16838419 - 7505 CHERRY VALLEY BLVD					
000966 ENTERGY INVOICE: 270004453040		168386170120 335581	0	2020 4 INV P	237.67 D-020420	173198	16838617 - SNOWDEN

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ACCOUNT/VENDOR DOCUMENT

WARRANT CHECK DESCRIPTION

INVOICE: 370003075827	16838617	- SNOWDEN PARK	16838617	670.62	D-020420	173211	16839250	- 7505 CHE
000966 ENTERGY	168392500120 335741	FULL DESC:	0					
INVOICE: 270004453042	16839250	FULL DESC:	16839250	393.53	D-020420	173198	16852006	- 7505 STO
000966 ENTERGY	168520060120 335638	FULL DESC:	0					
INVOICE: 250004407030	16852006	FULL DESC:	16852006	253.99	D-020420	173198	16852212	- 3278 MAY
000966 ENTERGY	168522120120 335596	FULL DESC:	0					
INVOICE: 250004407031	16852212	FULL DESC:	16852212	8.90	D-020420	173209	19045897	- 295 STAT
000966 ENTERGY	190458970120 335737	FULL DESC:	0					
INVOICE: 180004695779	19045897	FULL DESC:	19045897	7.73	D-020420	173209	19046408	- 3025 CAR
000966 ENTERGY	190464080120 335747	FULL DESC:	0					
INVOICE: 45006008314	19046408	FULL DESC:	19046408	119.00	D-020420	173210	19046929	- 1978 STA
000966 ENTERGY	190469290120 335746	FULL DESC:	0					
INVOICE: 45006008315	19046929	FULL DESC:	19046929	21.68	D-020420	173209	20291415	- 3480 SUN
000966 ENTERGY	202091410120 335745	FULL DESC:	0					
INVOICE: 300003102219	20209141	FULL DESC:	20291415	453.87	D-020420	173198	20892766	- 6070 SNO
000966 ENTERGY	208927660120 335594	FULL DESC:	0					
INVOICE: 245005047839	20892766	FULL DESC:	20892766	14.33	D-020420	173196	22512453	- 6205 GET
000966 ENTERGY	225124530120 335604	FULL DESC:	0					
INVOICE: 255004952215	22512453	FULL DESC:	22512453	64.17	D-020420	173197	31109259	- 7705 TCH
000966 ENTERGY	311092590120 335637	FULL DESC:	0					
INVOICE: 255004952142	31109259	FULL DESC:	31109259	60.35	D-020420	173197	31109366	- 7625 TCH
000966 ENTERGY	311093660120 335603	FULL DESC:	0					
INVOICE: 255004952143	31109366	FULL DESC:	31109366	51.27	D-020420	173197	31109424	- 7635 TCH
000966 ENTERGY	311094240120 335639	FULL DESC:	0					
INVOICE: 255004952144	31109424	FULL DESC:	31109424	51.27	D-020420	173197	31109473	- 7525 TCH
000966 ENTERGY	311094730120 335635	FULL DESC:	0					
INVOICE: 255004952145	31109473	FULL DESC:	31109473	26.01	D-020420	173196	31109549	- 7535 TCH
000966 ENTERGY	311095490120 335636	FULL DESC:	0					
INVOICE: 255004952146	31109549	FULL DESC:	31109549	29.17	D-020420	173197	31109614	- 7645 TCH
000966 ENTERGY	311096140120 335600	FULL DESC:	0					
INVOICE: 255004952147	31109614	FULL DESC:	31109614	15.22	D-020420	173196	31109648	- 7665 TCH
000966 ENTERGY	311096480120 335634	FULL DESC:	0					
INVOICE: 255004952148	31109648	FULL DESC:	31109648	590.11	D-020420	173198	38124624	- CHERRY V
000966 ENTERGY	381246240120 335583	FULL DESC:	0					
INVOICE: 135005602993	38124624	FULL DESC:	38124624	296.77	D-020420	173210	38822441	- 8925 SWI
000966 ENTERGY	388224410120 335749	FULL DESC:	0					
INVOICE: 10013773147	38822441	FULL DESC:	38822441	3,946.38	D-020420	173211	41111535	- 7360 US
000966 ENTERGY	4111350120 335744	FULL DESC:	0					
INVOICE: 55005973293	41113501	FULL DESC:	41111535	3,113.12	D-020420	173198	44368587	- 3335 PIN
000966 ENTERGY	443685870120 335593	FULL DESC:	0					
INVOICE: 125005627060	44368587	FULL DESC:	44368587	7.73	D-020420	173209	45692910	- 8925 SWI
000966 ENTERGY	456929100120 335739	FULL DESC:	0					
INVOICE: 355004238684	45692910	FULL DESC:	45692910	139.56	D-020420	173210	46687588	- 365 RASC
000966 ENTERGY	466875880120 335735	FULL DESC:	0					
INVOICE: 195005649228	46687588	FULL DESC:	46687588	60.35	D-020420	173197	47805247	- 6208 SNO
000966 ENTERGY	478052470120 335595	FULL DESC:	0					
INVOICE: 340003047030	47805247	FULL DESC:	47805247	308.36	D-020420	173198	66074311	- 6208A SN
000966 ENTERGY	660743110120 335587	FULL DESC:	0					
INVOICE: 410002443795	66074311	FULL DESC:	66074311	376.79	D-020420	173198	66762873	- 6275 SNO
000966 ENTERGY	667628730120 335588	FULL DESC:	0					
INVOICE: 410002443796	66762873	FULL DESC:	66762873	7.73	D-020420	173196	72820194	- 6305 SNO
000966 ENTERGY	728201940120 335599	FULL DESC:	0					

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INVOICE: 285004736601
000966 ENTERGY
INVOICE: 275004834419
000966 ENTERGY
INVOICE: 275004834420

ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: 285004736601							
000966 ENTERGY	748552550120	335602	72820194	- 6305 SNOWDEN LN	608.51	D-020420	173198 74855255 - 6277B SN
INVOICE: 275004834419	FULL DESC:		0	2020 4 INV P			
000966 ENTERGY	748693550120	335601	74855255	- 6277B SNOWDEN LN	7.73	D-020420	173196 74869355 - 6277A SN
INVOICE: 275004834420	FULL DESC:		0	2020 4 INV P			
			74869355	- 6277A SNOWDEN LN	17,033.08		
001145 ATMOS ENERGY							
INVOICE:	1167-011620	335640	0	2020 4 INV P	276.90	D-020420	173192 4034951167 - 740 ST
001145 ATMOS ENERGY	FULL DESC:		4034951167	- 740 STONEWOOD DR	277.37	D-020420	173204 3019672435
INVOICE:	2435-011520	335866	0	2020 4 INV P			
001145 ATMOS ENERGY	FULL DESC:		3019672435		125.86	D-020420	173204 3020713076 - 8925 S
INVOICE:	3076-011520	335734	0	2020 4 INV P	17.77	D-020420	173204 4010573727-800 STOW
001145 ATMOS ENERGY	FULL DESC:		3020713076	- 8925 SWINNEA RD	3,228.37	D-020420	173204 3015476459-3335 PIN
INVOICE:	3727-12020	335862	0	2020 4 INV P	228.85	D-020420	173204 3015476619-6275 SNO
001145 ATMOS ENERGY	FULL DESC:		4010573727	- 800 STONEWOOD	4,155.12		
INVOICE:	6459-12020	335864	0	2020 4 INV P			
001145 ATMOS ENERGY	FULL DESC:		3015476459	- 3335 PINE TAR ALLEY			
INVOICE:	6619-12020	335863	0	2020 4 INV P			
001145 ATMOS ENERGY	FULL DESC:		3015476619	- 6275 SNOWDEN LN	919.17	D-020420	173194 400200022 - PARKS P
INVOICE:					176.37	D-020420	173205 400200373 - FOREVER
001234 CENTURYLINK							
INVOICE:	200022-11020	335645	0	2020 4 INV P	63.75	D-020420	173205 300095240 - 3278 MA
001234 CENTURYLINK	FULL DESC:		400200022	- PARKS PHONES	56.46	D-020420	173205 300096133 - 662-893
INVOICE:	200373-11020	335751	0	2020 4 INV P	1,215.75		
001234 CENTURYLINK	FULL DESC:		400200373	- FOREVER YOUNG			
INVOICE:	5240-011020	335750	0	2020 4 INV P			
001234 CENTURYLINK	FULL DESC:		300095240	- 3278 MAY BLVD (THE SHOP/PARKS)			
INVOICE:	6133-011020	335752	0	2020 4 INV P			
001234 CENTURYLINK	FULL DESC:		300096133	- 662-893-6235 (PARKS)			
INVOICE:							
002351 COMCAST							
INVOICE:	1174-010820	335813	0	2020 4 INV P	609.84	D-020420	173208 8396 01 001 0001174
002351 COMCAST	FULL DESC:		8396 01 001 0001174	- MASTER CABLE BILL/JAN. 2020	329.14	D-020420	173207 8396400220018805-PA
INVOICE:	8805-12020	335861	0	2020 4 INV P			
002351 COMCAST	FULL DESC:		8396400220018805-PARKS		938.98		
INVOICE:							
016529 DIRECTV							
INVOICE:	37068383657	335545	0	2020 4 INV P	79.17	D-020420	172863 018993796 - GOLF (S
016529 DIRECTV	FULL DESC:		018993796	- GOLF (SERVICE @)	102.70	D-020420	173195 019027170 - GOLF (S
INVOICE:	37092341487	335646	0	2020 4 INV P			
016529 DIRECTV	FULL DESC:		019027170	- GOLF (SERVICE @)	181.87		
INVOICE:							
ACCOUNT TOTAL							
					23,524.80		
ORG 411 TOTAL							
					24,326.94		

Minutes, City of Southaven, Southaven, Mississippi



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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2020/1 TO 2020/5												
ACCOUNT/VENDOR		DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION					
MUNICIPAL CODE ENFORCEMENT												
511	625700	7723-010320	335649	0	TELEPHONE & POSTAGE							
511	001167 AT&T MOBILITY			2020	4 INV P							
	INVOICE:		FULL DESC:	287269097723 - ANIMAL CONTROL CELL PHONES	279.10 D-020420	173191	287269097723 - ANIM					
					ACCOUNT TOTAL	279.10						
					ORG 511 TOTAL	279.10						
EXPENSE ACCOUNTS												
FACILITIES MANAGEMENT												
902	620902	130057640120	336064	0	2020	4 INV P						
	000966 ENTERGY		FULL DESC:	130057649 - 7312 HIGHWAY 51 N	421.93 D-020420	173218	130057649 - 7312 HI					
	INVOICE:	430002573320										
	000966 ENTERGY		FULL DESC:	159915730120 335795	0 2020 4 INV P							
	INVOICE:	135005607976										
	000966 ENTERGY		FULL DESC:	160041110120 335786	0 2020 4 INV P							
	INVOICE:	395004066000										
	000966 ENTERGY		FULL DESC:	168319920120 335776	0 2020 4 INV P							
	INVOICE:	170004629047										
	000966 ENTERGY		FULL DESC:	170020070120 335758	0 2020 4 INV P							
	INVOICE:	455003643671										
	000966 ENTERGY		FULL DESC:	681111780120 335794	0 2020 4 INV P							
	INVOICE:	520001440070										
	000966 ENTERGY		FULL DESC:	805405860120 335801	0 2020 4 INV P							
	INVOICE:	325004376310										
					ACCOUNT TOTAL	12,702.49						
LIBRARY												
001234 CENTURYLINK	INVOICE:	5074-011020	335806	0	2020	4 INV P						
					ACCOUNT TOTAL	59.94 D-020420	173205	300095074 - LIBRARY				
CITY CLERK												
002351 COMCAST	INVOICE:	200510-11120	335804	0	2020	4 INV P						
					ACCOUNT TOTAL	234.14 D-020420	173206	8396 40 022 0200510-IT SERVICES & CITY CLERK				
					ORG 902 TOTAL	12,996.57						
					ORG 902 TOTAL	12,996.57						
					TOTAL:	122,029.22						
					FUND 0010 GENERAL FUND							
					TOTAL:	122,029.22						

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CITY OF SOUTHAVEN
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ACCOUNT/VENDOR	YEAR/PERIOD: 2020/1 TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000966 ENTERGY		190471660120 336054	0	2020 4 INV P	12.93 D-020420	173217	19047166 - 1281 BRO
INVOICE: 515003030712		FULL DESC: 19047166 - 1281 BROOKHAVEN DR					
000966 ENTERGY		397584380120 335877	0	2020 4 INV P	7.73 D-020420	173217	39758438 - 5850 GET
INVOICE: 495003491260		FULL DESC: 39758438 - 5850 GETWELL RD WATERTOWER					
000966 ENTERGY		715327820120 335658	0	2020 4 INV P	60.99 D-020420	173197	71532782 - 1433 STA
INVOICE: 330003043792		FULL DESC: 71532782 - 1433 STATELINE RD E					
000966 ENTERGY		757607850120 335816	0	2020 4 INV P	143.93 D-020420	173210	75760785 - 8157A PA
INVOICE: 195005645967		FULL DESC: 75760785 - 8157A PARK PIKE					
000966 ENTERGY		762590760120 335873	0	2020 4 INV P	1,348.70 D-020420	173218	76259076 - 3088 NAI
INVOICE: 275004834466		FULL DESC: 76259076 - 3088 NAIL RD					
000966 ENTERGY		854916600120 335819	0	2020 4 INV P	53.72 D-020420	173210	85491660 - CHANCEY
INVOICE: 425003793685		FULL DESC: 85491660 - CHANCEY COVE LOT 4					
					13,763.36		
001145 ATMOS ENERGY		1654-012320 336050	0	2020 4 INV P	20.29 D-020420	173214	4012381654 - 53 WOO
INVOICE:		FULL DESC: 4012381654 - 53 WOODLAND TRCE					
001145 ATMOS ENERGY		5862-011420 335753	0	2020 4 INV P	27.95 D-020420	173204	4024565862 - 8182 G
INVOICE:		FULL DESC: 4024565862 - 8182 GETWELL RD					
					48.24		
001167 AT&T MOBILITY		8869-010320 335878	0	2020 4 INV P	966.31 D-020420	173213	820538869 - LAPTOPS
INVOICE:		FULL DESC: 820538869 - LAPTOPS & SCADA (UTILITY)					
002351 COMCAST		1174-010820 335813	0	2020 4 INV P	652.81 D-020420	173208	8396 01 001 0001174
INVOICE:		FULL DESC: 8396 01 001 0001174 - MASTER CABLE BILL/JAN. 2020					
013136 AT&T		10592-010520 335754	0	2020 4 INV P	58.85 D-020420	173202	662 449-2605 001 05
INVOICE:		FULL DESC: 662 449-2605 001 0592 - SCADA					
				ACCOUNT TOTAL	15,489.57		
825 629100				CLAIMS PAYMENT			
031321 VENTURE INVESTMENT R 1222020		335615	0	2020 4 INV P	2,557.00 D-020420	173188	8416 SOUTHERN WOOD
INVOICE: 1222020		FULL DESC: 8416 SOUTHERN WOOD ASSESSMENT REFUND					
031323 FULTON CEOLA		1222020	0	2020 4 INV P	100.00 D-020420	173190	UTILITY CLAIM
INVOICE: 1222020		FULL DESC: UTILITY CLAIM					
				ACCOUNT TOTAL	2,657.00		
				ORG 825 TOTAL	20,014.56		
				TOTAL:	20,081.00		
				FUND 0400 UTILITY FUND			



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4		10/4/2019
5		10/5/2019
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112		1/20/2020
113		1/21/2020
114		1/22/2020

311	612200	PUBLIC WORKS DEPARTMENT			
311	011059 MTankCo SUPPLY, LLC	MAINTENANCE EQUIPMENT & BUILD			
	INVOICE: 1017499	329039 0 2019 12 INV P	13.90 D-020420	173189 RE-ISSUE/LP MAT.	

ACCOUNT TOTAL	13.90
ORG 311 TOTAL	13.90

FUND 0010	GENERAL FUND	13.90
TOTAL:		13.90

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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET W-020420

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DESCRIPTION

53538 JANUARY 2020

53535 JAN. 17, 202
53537 1/24/20 PAYF

ACCOUNT TOTAL	9,214.96
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9,214.96

53534 JAN. 17, 202

6,761.20

6,761.20

494,810.81

494,810,81

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Minutes, City of Southaven, Southaven, Mississippi

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MINUTES OF THE SPECIAL CALLED MEETING OF February 11, 2020 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

BE IT REMEMBERED that the Mayor and Board of Aldermen of the City of Southaven, Mississippi met in a Special Session on the 11th day of February, 2020 at ten o'clock (10:00) p.m. at City Municipal Court.

Present were:

Kristian Kelly	Alderman, Ward 1
Charlie Hoots	Alderman, Ward 2
George Payne	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
John David Wheeler	Alderman, Ward 5

Absent were:

William Brooks	Alderman At Large
Raymond Flores	Alderman, Ward 6

Also present were Mayor Musselwhite, Andrea Mullen, City Clerk, and Nick Manley, City Attorney. Approximately fifteen (15) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led by Alderman Payne.

COMPREHENSIVE PLAN DISCUSSIONS

Mrs. Whitney Choat-Cook began with introducing and welcoming Mr. Chris Watson with Bridge & Watson, Inc. Mr. Choat-Cook stated that Mr. Watson is co-owner of Bridge in Watson, Inc. in Oxford, AICP Certified, has worked on comprehensive plans throughout Mississippi and has served as an expert witness for all of the City of Southaven's annexation.

Mr. Watson presented a draft comprehensive development plan with the following topics:

1. Introduction:

Mr. Watson explained that a comprehensive plan is a policy document to serve as a guide and encompasses social, economic, and physical characteristics of the community.

2. Demographic and Economic Data:

Mr. Watson stated that the City of Southaven is experiencing substantial growth with its population base and its economy. Southaven is also experiencing challenges with growth and aging neighborhoods. The most

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The basic goal is the development of safe, healthy, attractive community with a good living and working environment including ample family recreational facilities and programs.

4. Land Use Plan

Existing land use patterns and future land use plan was discussed

5. Community Facilities

City Hall – general government services

Public Safety – Police and Fire

Parks and Recreational Facilities – expanded recreational program

Public Works- maintains City infrastructure

Water Service / Sanitary Sewer Service

Planning and Development – building permitting, code enforcement, planning services

School Facilities – 10 facilities with a 4.4% increase in 8 years

Library Facilities – M.R. Davis Public Library

Community /Civic Centers – Landers Center, Snowden House

Community Health Care Facilities - Baptist Desoto

6. Transportation / Transportation Improvements

There was some discussion as it relates to density, bike lanes, annexation, and fine arts. There was no action taken at this meeting.

A copy if the draft comprehensive plan is attached to these minutes.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Gallagher to adjourn. Motion was seconded by Alderman Hoots. Motion was put to a vote and passed unanimously February 11, 2020 at 11:45 a.m.

Darren Musselwhite,
Mayor

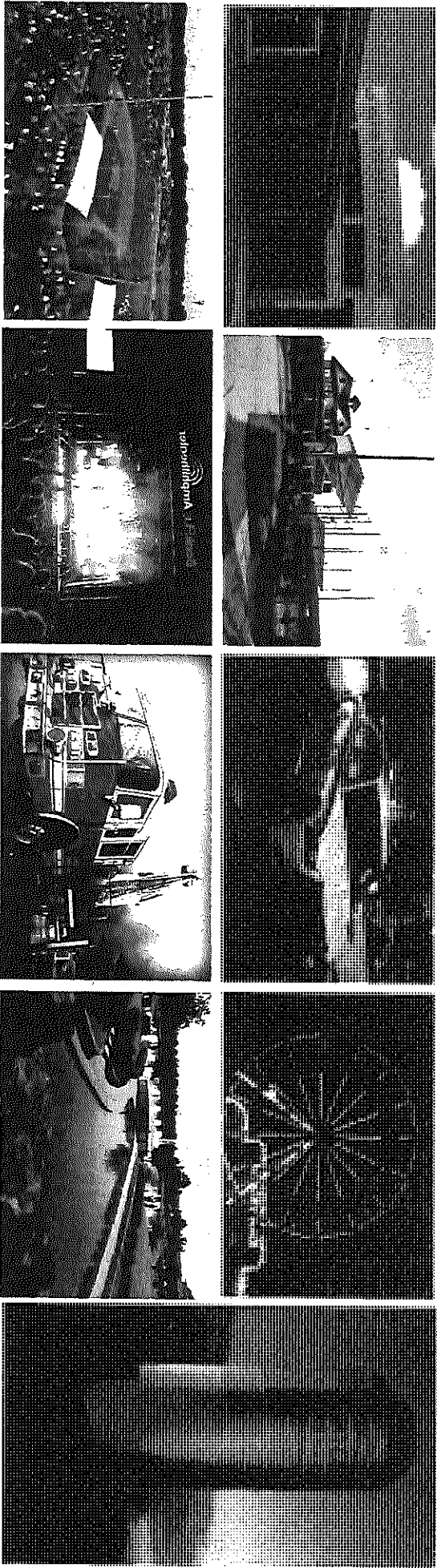
Andrea Mullen,
City Clerk
(Seal)



Southaven
Top of Mississippi

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2020

Comprehensive Development Plan



Experience 2040

DRAFT – REVIEW COPY

February 6, 2020

Minutes, City of Southaven, Southaven, Mississippi

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<https://visidesotocounty.com/locations/bankplus-amphitheater-at-snowden-grove-park/>

<https://visidesotocounty.com/locations/landers-center/>

<https://www.southaven.org/>

<https://southaven.org/182/Parks-Recreation>

Whitney Choat-Cook, AICP, Planning Director

Minutes, City of Southaven, Southaven, Mississippi



Southaven
Top of Mississippi

Acknowledgments
Comprehensive Development Plan

Mayor and members of the Board of Aldermen

Darren Musselwhite.....Mayor
William Brooks.....Alderman at Large
Kristian Kelly.....Ward 1
Charlie Hoots.....Ward 2
George Payne.....Ward 3
Joel Gallagher.....Ward 4
John David Wheeler.....Ward 5
Raymond Flores.....Ward 6

Department Directors

Chris Wilson.....City Administrator
Andrea Mullen.....City Clerk
Whitney Choat-Cook.....Planning Director
Macon Moore.....Police Chief
Danny Scallions.....Fire Chief
Wesley Brown.....Parks and Recreation Director
Bradley Wallace.....Public Works Director
Ray Humphrey.....Utilities Director
Thomas Mastin.....Municipal Court Clerk
Chris Shelton.....IETC

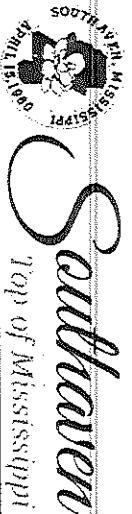


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Experience 2040

Southaven commissioned this plan, two years in the making, to establish the foundation upon which the city will guide growth over the next two decades. Growth and guidance is not only about permits, regulations, planning commission meetings, negotiations, inspections, and other "red tape" images that come to mind. Growth is also about implementing a vision and a collaborative effort to accomplish a common goal for the community. For Southaven, this plan lays the groundwork for the vision of creating the Southaven experience, rather than simply building Southaven the place. With the *Southaven experience* comes a distinct sense of place.

Plenty of metropolitan area municipalities are experiencing growth and are taking measures to steer the growth toward a positive outcome. Even more small communities long to have just a fraction of the growth Southaven has experienced since its incorporation. As Southaven grows into its last available acreage for new development over the next two decades, it is especially important that growth is woven into the fabric of the community to create the desired experience.

The experience contemplated in this plan is a simple yet complex concept in that it is difficult to describe with words or pictures. Simply put, the anticipated *experience* is that of making newly developed areas of Southaven into places people desire to be after the new wears off. That's not to say people lack desire to be within Southaven now. Instead, it is the art of creating places and spaces with such unique character and offerings that people will continue to desire the experience of living, shopping, eating, recreating, socializing, entertaining, seeing, laughing, doing, and simply experiencing.

It is no secret that people tend to gravitate toward the "new" unless there are strong attractive aspects of the "old". A simple case in point is the contrast between the commercialization along Highway 51 and Main Street compared to Getwell Road. Main Street (Stateline Road) and Highway 51 were once

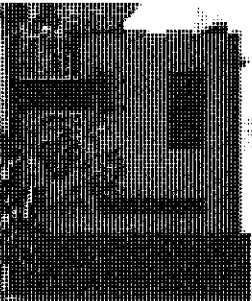
¹ The term "placemaking" often refers to public spaces but is also used in more broad contexts.

Forward
Comprehensive Development Plan

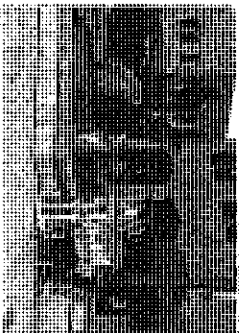
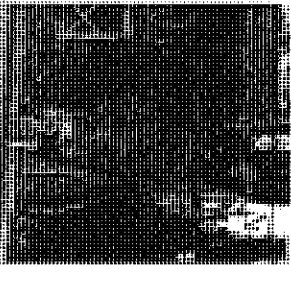
the newest commercial areas in town and as such easily attracted shoppers. Time, however, has taken its toll on these areas and they now are dramatically different. The areas aged and new development occurred elsewhere, including along Getwell Road (or Goodman, or Church Road), and the customer base was drawn away to more attractive shopping and service venues. There was not a sufficient *sense of place*, or *unique experience*, to retain patrons such that the area could thrive as in the early years. Creating an *experience* can change history decades from now.

Creating the *experience* is difficult and relies on many factors outside the city's control. Businesses must effectively market themselves and provide desirable goods and services. They must provide a pleasant (and competitive) shopping experience for their customers. What the city can contribute to the process, though, relates to placemaking¹.

Placemaking is an art, of sorts, with no exact recipe but necessary components. Through the implementation of this plan, Southaven can begin to transform its remaining development areas into places that offer an



Public art can significantly contribute to placemaking.





Chapter 1. Introduction Comprehensive Development Plan

PURPOSE OF THE PLAN

The purpose of this Comprehensive Plan is to serve as a policy guide for the orderly physical and economic development of the City of Southaven. The data gathered and included in this comprehensive plan encompasses social, economic, and physical characteristics of the community and applies to both public and private lands. The plan brings together this information to enable the user to make more informed decisions regarding the future of the community. The future is considered to be a 20 year horizon.

ELEMENTS OF A COMPREHENSIVE PLAN

A comprehensive plan is a policy document with specific components required by law. Southaven has the authority to prepare a comprehensive plan and implement planning through the enabling legislation, codified beginning at §17-1-1 Mississippi Code Annotated, 1972.

The specific legal contents of a comprehensive plan are set out in § 17-1-1 of the Mississippi Code. Through the eyes of the law, four components are required of a document to constitute a comprehensive plan including: **Goals and Objectives**, a **Land Use Plan**, a **Transportation Plan** and a **Community Facilities Plan**. This plan contains each of these four elements.

HOW TO USE THIS PLAN

Overview

It is important to understand that this plan is a policy statement and does not have the force of law. Because it is not law, the city of Southaven may deviate from the recommendations of the plan without any certain penalty. Doing so without good reason is not advisable, however, from the standpoint of achieving consistent application of this plan. It is recommended that the plan

be reviewed periodically, possibly every five years, and updated as appropriate. Comprehensive planning is not a fortune telling exercise, but instead is a best estimate of what the future may hold for a community. For cities like Southaven that are experiencing rapid growth, estimating future conditions is particularly difficult.

Comprehensive plans must precede zoning regulations in preparation and adoption. Zoning regulations are to be "made in accordance with a comprehensive plan"². Generally, a comprehensive plan must be consistent with a plan's policies, goals and objectives, the land use plan map or other plan elements. Even though there is generally not an exact identity between the land use plan map and the zoning map, the two should mirror each other as closely as possible.

The Mississippi Supreme Court gave more meaning to the phrase "in accordance with a comprehensive plan" in *Bridge v. City of Oxford, et. al.*³ specifically regarding the relationship of a future land use plan to a zoning change. In summary the message the Court sent was there is more to a comprehensive plan than the future land use map, and consistency of a zoning matter with other areas of a plan is sufficient. In other words, strict conformance with the entirety of a comprehensive plan is not a requirement, nor should it be an expectation given the forward looking nature of comprehensive plans.

The governing body uses the comprehensive plan to take action on two types of physical development matters: (1) measures that are specifically designed to implement the comprehensive plan (zoning ordinance, subdivision regulations, capital improvements program and budget, the official map, development plans, and architectural guidelines), and (2) other measures which routinely require legislative approval (rezoning cases, special use permits/special exceptions/conditional use permits, variance applications, subdivision plats, site acquisitions, and public work projects). For both types, the plan should be referenced for guidance. It should be remembered that the

² See Miss Code Ann. §17-1-9.

³ See *Bridge v. Mayor and Board of Aldermen of the City of Oxford, Mississippi*, 995 So.2d 81 (Miss. 2009).



Chapter 1: Introduction
Comprehensive Development Plan

plan may not indicate what action to take, nor will it answer all the questions that come before the governing body. It is not supposed to; its purpose is to serve as a generalized guide.

Implementation Devices

This plan will not benefit the community in any way if it is not implemented. There are three primary measures which are commonly used to implement comprehensive plans: a zoning ordinance, subdivision regulations, and a capital improvement program. Other measures include official maps and specific development plans. In all likelihood, Southaven's existing regulations will not fully comport with the policies of this plan. Therefore, the city should review its regulations, and when appropriate, amend as needed to fully implement this plan.

The most important implementation device for this plan will be the governing body and the citizens of the community. Achieving many of the recommendations will require difficult decisions on the part of the Mayor and Board of Aldermen, some perhaps politically contentious decisions. There is fierce competition among communities to attract new residents, employment opportunities, and economic development. Cohesiveness among the citizens builds momentum toward achieving desired goals.

LOCATION

The City of Southaven is located at the "top of Mississippi". The northern corporate limits lie in common with the Tennessee / Mississippi state line and the southern corporate limits of Memphis, Tennessee. Southaven lies in DeSoto County, which is Mississippi's most northwesterly county.

Southaven is a part of the Memphis metropolitan area. Encompassing portions of three states, the Memphis metro area contains approximately 1.3 million people⁴ and its proximity makes substantial employment, cultural, retail and service opportunities available to those in Southaven.

Southaven's relationship to other major metro areas are summarized below:

TABLE 1.1 Distance to Selected Cities from Southaven.

City	Distance (miles)
Atlanta, GA	380
St. Louis, MO	300
Nashville, TN	220
Birmingham, AL	232
Jackson, MS	189
Little Rock, AR	148

Map 1.1 (following page) provides a graphical context of the location of Southaven, Mississippi.

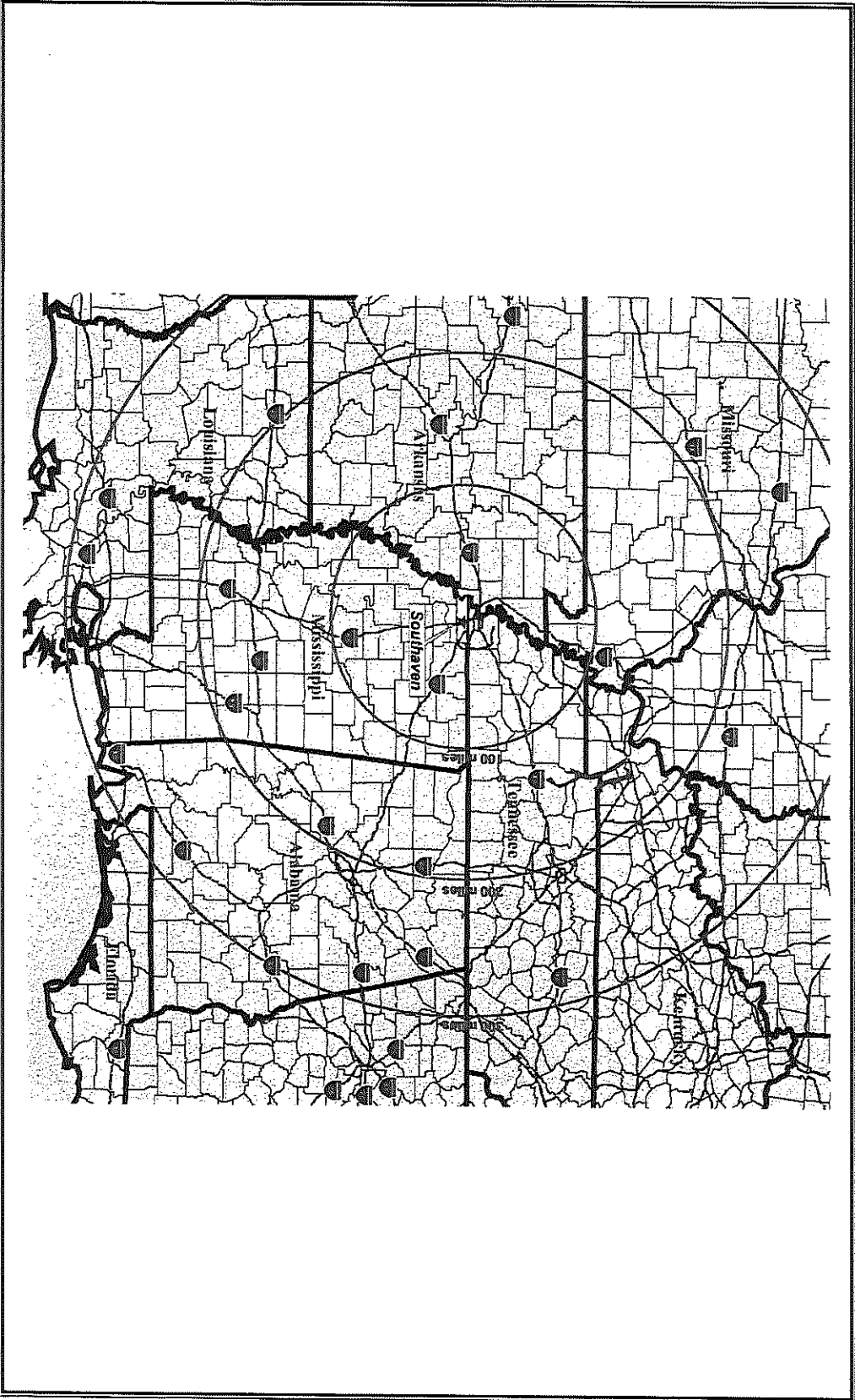
REGIONAL RELATIONSHIP

Southaven's primary transportation route is Interstate 55, which runs north and south stretching from the Great Lakes to the Gulf Coast. From a more localized perspective, I-55 connects Southaven to the City of Memphis and greatly aided in the initial growth and development of Southaven and other DeSoto County municipalities. As the Memphis area expanded, the I-55 corridor provided quick, direct access to the employment available in downtown Memphis. Although there are numerous streets that connect Southaven and Memphis, I-55 made commuting more convenient.

⁴ Data taken from www.censusreporter.org.



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MAP 1.1 Regional Locator Map. This map indicates the regional location of Southaven, as represented by the red star within the yellow highlight (DeSoto County). The concentric rings are spaced at 100 mile increments.



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Since the 1800's, Memphis has continually expanded in a ring like fashion in an apparent effort to capture urban or urbanizing areas. As the population expanded, and job opportunities increased, as the industrial base strengthened, as the automobile made it possible to live further away from daily needs, the landscape became populated with subdivisions and related development. Memphis annexed its way down to the state line in the late 1960s, which generally coincides with some of the first development in the originally incorporated Southaven⁵.

Urbanization knows no geopolitical boundary.⁶ Growth and development followed Interstate 55 and Highway 51 south out of Memphis into DeSoto County. However, with no legal authority to annex across the state line, new municipalities had to form in order to provide municipal level services. Thus, Southaven incorporated in 1980, some 20 years after development of the area had begun.

As the Memphis metro area has continued to expand east and south, so has Southaven. Additional transportation improvements have occurred over time which aid the flow of commuters into and out of Southaven, aide internal circulation within the city, and provide access to developable lands. For Southaven, however, land to accommodate new development is becoming limited. As is further discussed in the land use chapter of this plan, Southaven has few options available for territorial expansion.

CITY GOVERNMENT

The City operates under the code charter⁷ form of government and elects a mayor and seven aldermen to serve four year terms. The mayor exercises the executive powers of the municipality and has day-to-day superintending control over the various departments. Ultimately, the mayor sees that the legislative directives of the municipality are executed.

⁵ For instance, Section A of the Southaven Subdivision was platted in 1960 and includes residential areas north of Staline Road (Main St) along Moss Point Drive and Whitworth Street, for example.

The board of aldermen hold the legislative powers of the city and have no authority to direct the day-to-day activities. In fact, Mississippi law specifically provides "[n]o member of the board of aldermen shall give orders to any employee or subordinate of a municipality other than the alderman's personal staff".⁸

The significance of this is to point out the necessity of unification among the members of the governing authority. With the differing legal roles, it is most beneficial that the mayor and board be unified with respect to this plan. Such unification will prove useful when it comes to plan implementation, whether it be through budgeting, designated projects, or amendments to local ordinances.

CULTURE

Southaven is rich with cultural opportunities for people of all ages, and residents of the city enjoy a high quality of life. These cultural opportunities and quality of life attributes have largely contributed to Southaven's continued population growth and increasing retail services.

Within Southaven's corporate limits, one can enjoy:

- Access to comprehensive healthcare programs and facilities
- "A" rated public schools
- Faith based private schools
- Higher educational opportunities
- Dozens of churches and religious establishments
- Regional shopping opportunities
- Attend concerts by national recording artists
- Attend theatrical performances
- Attend NBA G League games

⁶ However, the degree of urbanization may be influenced by geopolitical boundaries as services available may differ.

⁷ See Miss. Code Ann §21-3-1 et. seq.

⁸ See Miss. Code Ann §21-3-15.



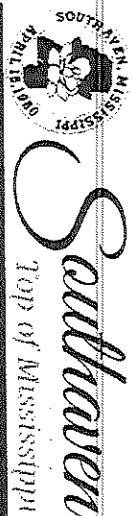
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- Play golf, tennis, volleyball, softball, baseball, etc.
- Attend the Mid-South Fair
- Enjoy the Southaven Springfest
- Enjoy a movie on the silver screen
- Low crime rates
- Affordable living
- A wide variety of housing types
- Superb public services
- Substantial job opportunities
- Eat some of the best barbecue in the world

Within less than an hour's drive from Southaven, one can enjoy:

- Hunting, hiking, kayaking, and fishing at Arkabutla Lake
- Watersports, including skiing and sailing at Arkabutla Lake
- Tour Graceland, the home of Elvis Presley
- Casino gaming in Tunica
- The Memphis Zoo
- The Pink Palace family of museums
- Memphis Botanic Garden
- Beale Street restaurants, blues, night life and history
- The Children's Museum of Memphis
- Performances at the Orpheum Theater
- National Civil Rights Museum at the Lorraine Motel
- Attend NBA basketball
- Catch an international flight at the Memphis International Airport
- Hop aboard Amtrak's City of New Orleans
- Motorsports at the Memphis International Raceway
- Airshows at the Memphis-Millington Airport

All these activities, opportunities and facilities combine with many other conditions to create an exceptional quality of life in Southaven. This plan focuses on maintaining and further improving that quality of life and continuing the momentum Southaven enjoys. Southaven will remain at the "top of Mississippi".



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Demographic Data

The size and composition of a city's population are related directly to the attendant demand for community facilities and other municipal services. Similarly, the location and distribution of required community facilities and services are related directly to the density and distribution of population, both existing and future. As population density increases, the delivery or enhancement of municipal services likewise increase. Population changes may also influence public services.

The entire concept of urban planning is based, to a large extent, on estimates of existing and future population. In a large measure, a meaningful analysis of existing facilities and services is based on the number, character, and distribution of the current population. Estimates of future population govern the allocation of future land uses, community facilities, and municipal services including schools, recreational facilities, water and sewer facilities, and requirements for fire protection.

Many of the recommendations set forth in this plan are based on or correlated with the population estimates contained in this chapter. Clearly, when conditions change within the community that affect population growth, either negatively or positively, the projections enumerated herein should be revised to reflect those changed conditions.

SOUTHAVEN'S DEMOGRAPHIC HISTORY

Population

Southaven and DeSoto County have enjoyed tremendous population growth over time and have at times been the fastest growing places within Mississippi. Population change is sometimes seen as a barometer of community health. The assumption is that increasing population indicates a favorable community because people are choosing to move into the community (or choosing to stay as opposed to moving away).

The population of Southaven has increased over time. The most reliable publicly available data for the city is reported by the Census Bureau for the 1990 thru 2010 decennial counts. Because Southaven did not incorporate until after the 1980 census cycle, data will be presented from 1990 forward.

Table 2.1 includes the population for DeSoto County and each of its municipalities for 1990 to 2010:

TABLE 2.1 Population Changes.

Geographic Area	Total Population			Change '90-'10	
	1990	2000	2010	Number	Percent
Southaven	17,949	28,977	48,982	31,033	173%
Hernando	3,125	6,812	14,090	10,965	251%
Horn Lake	9,069	14,099	26,066	16,997	187%
Olive Branch	3,567	21,054	33,484	29,917	839%
Walls	70	87	1,162	1,092	1560%
County Remainder	34,130	36,170	37,468	3,348	9.8%
County Total	67,910	107,199	161,252	93,342	137%
State of Mississippi	2,573,216	2,844,658	2,967,297	394,081	15.5%

Source: U.S. Census Bureau for years noted.

The population changes shown above can be misleading without some explanation. Each of the municipalities included above shows tremendous population growth. This growth is due, in part, to municipal annexations. Since 1990, each DeSoto County municipality has expanded its boundaries to take in developed and undeveloped areas. These annexed and developed areas then contribute to the next census count, thus increasing the municipal population. This occurrence, as it relates to Southaven, is discussed further below.



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Components of Population Change

In considering population changes, it is important to consider the factors which impact population. Population can be affected by three different components:

1. Net effect of births or deaths (natural increase); and,
2. In migration or out migration (persons moving in or moving away); and,
3. Change in geography (annexation or deannexation).

The City of Southaven has experienced population increase due to each of these three factors.

Births and Deaths

Vital statistics are reported annually by the Mississippi Department of Health and are useful for demographic calculations. An excess of births compared to deaths adds to a community's population. Likewise, an excess of deaths compared to births reduces population.

For the period spanning from 2000 through 2009, births exceed deaths by 2,976 persons, and for the 2010 through 2016 period births exceed deaths by 1,793 persons.⁹ This data is significant to the calculation of migration.

Migration

Migration is the movement of people into or out of an area and is demographically described as in migration (people moving into an area) and out migration (people moving out of an area). Southaven has experienced significant in migration, a fact that is completely no surprise given the history of growth in all DeSoto County. Table 2.2 indicates the migration statistics:

TABLE 2.2 Migration Analysis for Southaven.

2000-2010 Census Period	
2000 Census Population	28,977
Annexed Population	+2,261
Births in excess of Deaths	+2,967
Sub-Total	34,205
2010 Census Population	48,982
Increase from In Migration	14,777
2010-2017 Census Period	
2010 Census Population	48,982
Annexed Population	0
Births in excess of Deaths	+1,793
Sub-Total	50,775
2017 Census Estimate	54,031
Increase from In Migration	3,256

Although significant in migration has occurred, a simple calculation of the rate of migration over the two time periods indicates slowing in migration. For example, for the 2000 to 2010 period, in migration occurred at a rate of 1,448 persons per year (14,477/10). For the 2010 to 2017 period, the in migration rate computes to only 465 persons per year. This slowing is an indicator that Southaven's population growth will likely not be as significant in the near future as it was in the near past. This fact is considered and discussed in conjunction with the city's population projections included in this plan.

Change in Geography

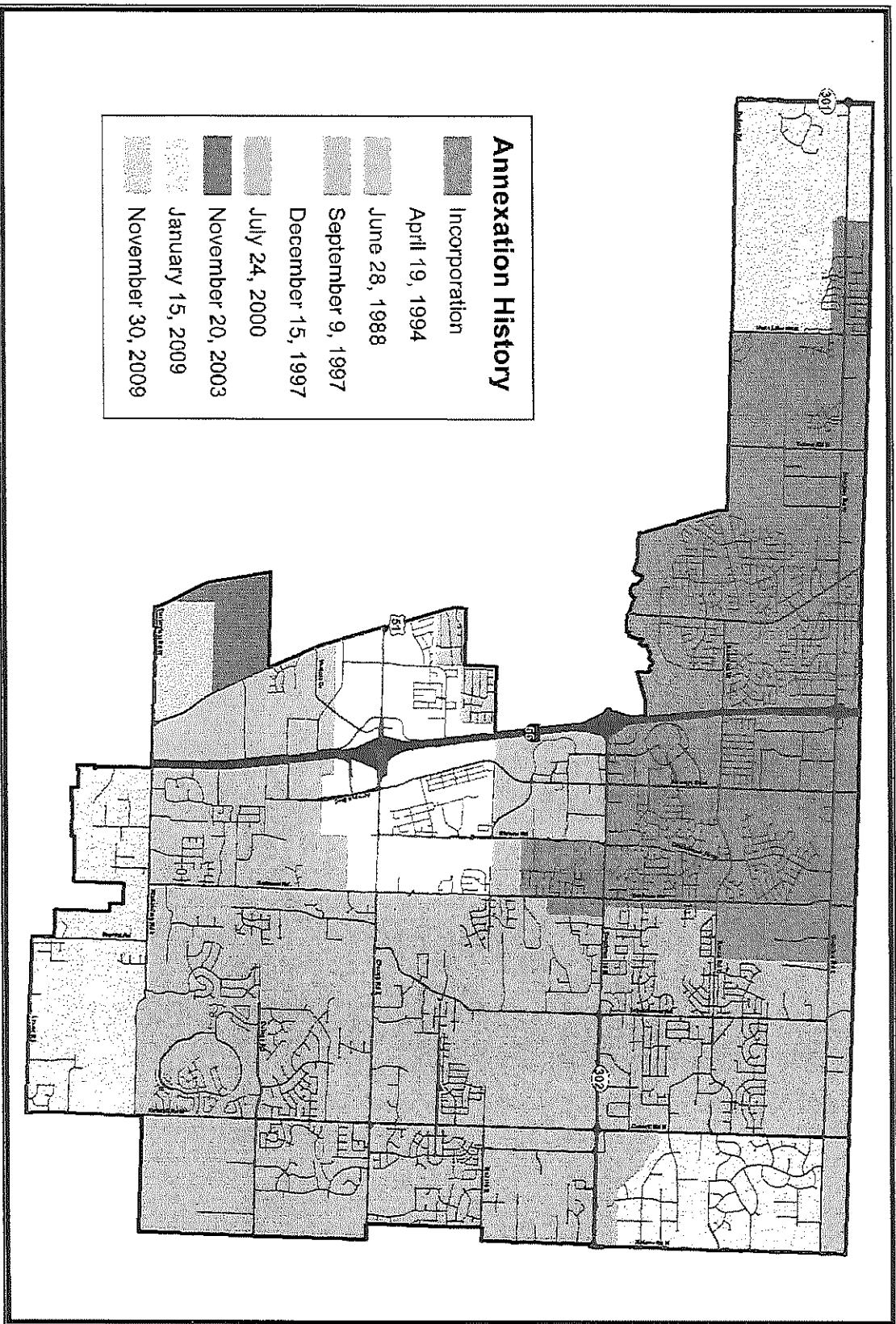
Southaven was incorporated in 1980 and since that period has experienced eight (8) annexations occurring the following years: 1988, 1994, twice in 1997, 2000, 2003, 2008 and 2009. The geographic extent of the originally incorporated city along with each annexation is depicted in Map 2.1:

⁹ These time periods are selected in order to approximate the census periods for the decennial census and annual population estimates program.



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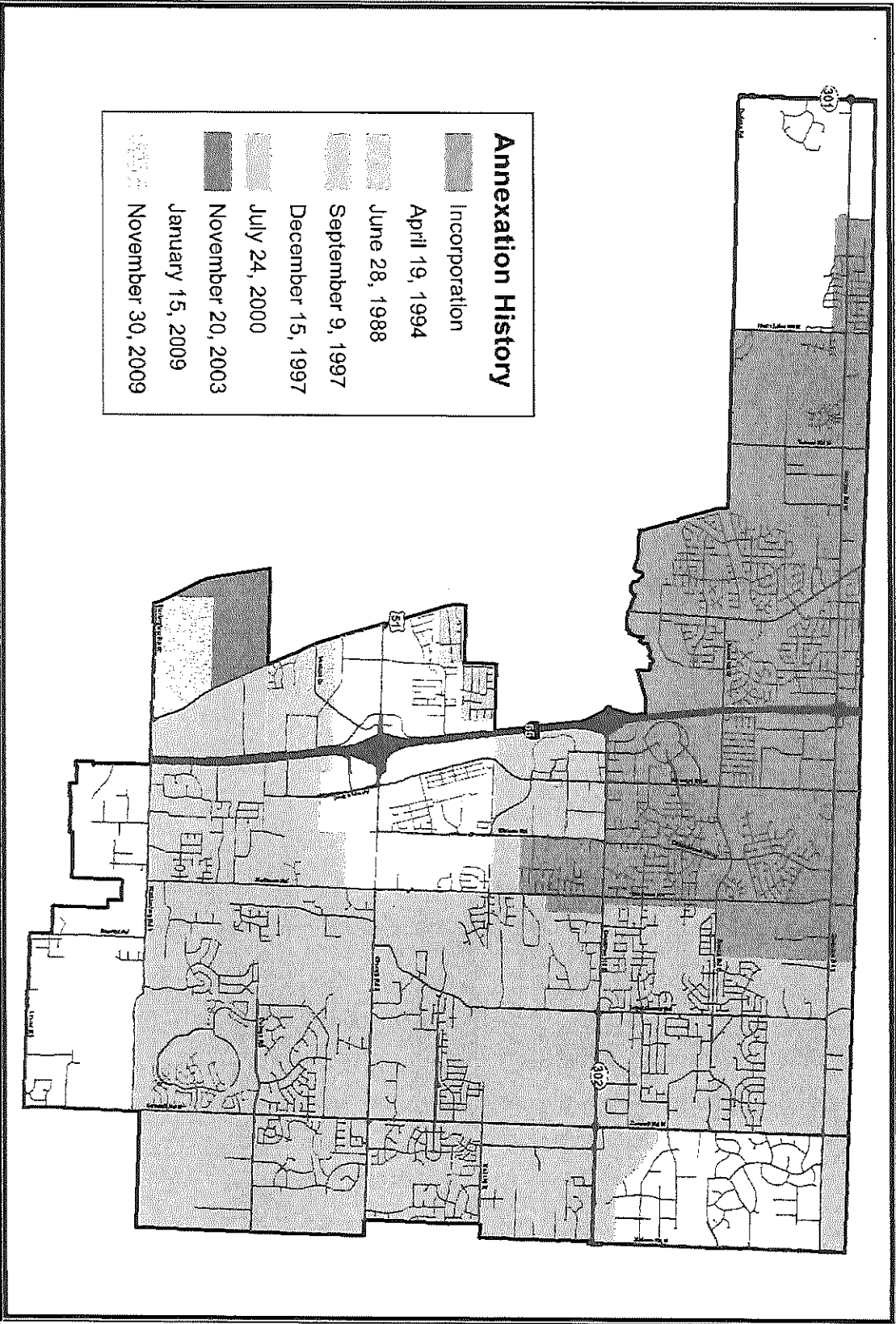


MAP 2.1 Southaven's incorporation and annexation history. Data compiled by Bridge & Watson, Inc.



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MAP 2.1 Southaven's incorporation and annexation history. Data compiled by Bridge & Watson, Inc.



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For the purpose of analyzing population growth from 2000 to 2010, annexation added 2,261 persons to the city's population according to the 2000 census data. Specifically, the 2000 annexation added 4 persons, the 2008 annexation added 335 persons, and the 2009 annexation added 1,922 persons. Thus, between 2000 and 2010 annexation contributed 2,261 persons to the city's growth.

Census Population Estimates

The Census Bureau provides annual population estimates for cities and counties. Since the release of the Census 2010 data, census estimates indicate population growth has continued in Southaven and DeSoto County. For the period from 2010 to 2018 the Census Bureau estimates Southaven and DeSoto County's population as follows:

TABLE 2.3 Population Estimates, 2010-2018.

Year	DeSoto Co.	Southaven
2010 (estimate base)	161,267	48,979
2011	164,061	49,746
2012	166,421	50,393
2013	168,375	50,963
2014	170,773	51,724
2015	173,265	52,500
2016	175,709	53,161
2017	178,914	54,085
2018	182,001	54,944

POPULATION CHARACTERISTICS

Age Structure

Changes within the population by age can reveal certain information about the future for Southaven. Table 2.4 provides the opportunity to see how age groups have changed over the decade between census periods. By

comparing age strata over two census periods, the changes in specific age groups can be identified.

From Table 2.4, one can clearly see how the city's population has grown in every age strata. Significant in this data are the changes in the share of population by age strata. Increases occurred in the younger and older population groups. For instance, in 2000 persons age 0 to 19 represented 29.7% of the population. By 2010, this group had grown to 30.8% of the population. Those age 60 and over made up 13% of the population in 2000 but had grown to 14.9% in 2010. All others (age 20 to 59) lost in their share (57.3% in 2000 dropping to 54.3% by 2010).

TABLE 2.4 Change in population over time by age cohort.

Age	City of Southaven		Change in Age Group
	2000	2010	
Under 5	2,195	3,765	1,570
5 to 9	2,298	3,862	1,564
10 to 14	2,170	3,987	1,817
15 to 19	1,930	3,472	1,542
20 to 24	1,882	2,932	1,050
25 to 34	4,829	7,443	2,614
35 to 44	4,577	7,370	2,793
45 to 54	3,742	6,377	2,635
55 to 59	1,584	2,469	885
60 to 64	1,216	2,215	999
65 to 74	1,582	3,030	1,448
75 to 84	791	1,550	759
85 and over	181	510	329
Total	28,977	48,982	
Median Age	2000	2010	
Southaven	33.1	33.7	
DeSoto Co.	33.7	35.0	

Sources: Table DP-1 for 2000 and 2010, U.S. Census Bureau.



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This trend indicates Southaven is attractive to people of all age spectrums, particularly younger families and retirees. The greatest percentage increase in the age cohorts is found in those 65 and older. Retirees likely find Southaven attractive due to the quality of medical care available, proximity to activities available in the Memphis metro area, and generally a favorable quality of life found in Southaven. The increasing number of retirees has implications for the types of recreational services and facilities offered by the city.

The increase in younger persons has implications for school enrollment, parks and recreational facilities, and business opportunities such as child care facilities and other businesses targeting child interests.

Racial Composition

The racial makeup of Southaven has changed dramatically over the decade:

TABLE 2.5 City of Southaven Racial Makeup.

Race	2000	% total	2010	% total
White	26,175	90.3%	34,787	71.0%
Black	1,928	6.7%	10,852	22.2%
Other	874	3.0%	3,343	6.8%
Total	28,977		48,982	

Source: U.S. Census Bureau for years noted.

From 2000 to 2010, both the White and Black population of the city grew by similar amounts with White population increasing by 8,612 persons, and the Black population increasing by 8,924 persons. Persons of other races increased significantly by 2,469 persons. In terms of respective shares of the total population of the city, White population has decreased by 19.3 percentage points, Black population increased by 15.5 percentage points, and persons of other races increased by 3.8 percentage points.

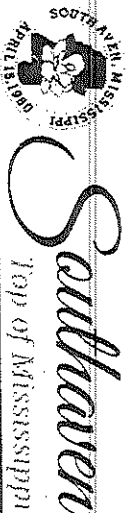
The significance of this data is twofold. First, as minority population continues to increase, the city will have to be more cognizant of the requirements of the Voting Rights Act of 1965 when drawing election districts. Second, the increase in the number of persons with different cultural backgrounds potentially creates market opportunities for retailers that cater to those different cultures, such as restaurants and grocery stores.

Another aspect of the changing racial makeup of Southaven is the distribution of minority owned or occupied housing. According to the 2000 Census, over 50% of the Black population of Southaven resided in a somewhat concentrated portion of the city along Highway 51 and Rasco Road, east to I-55. By 2010, this same area contained slightly less than 32% of the city's Black population. From Table 2.5, the Black population in Southaven increased by 8,924 persons. Clearly, Southaven is not experiencing any continued pattern of housing segregation as minorities are becoming increasingly distributed through city neighborhoods compared to housing patterns in 2000.

HOUSING CHARACTERISTICS

The housing characteristics for the City of Southaven and DeSoto County are presented in Table 2.6 (following page). As can be seen in the table, the number of housing units in the city of Southaven increased from 2000 to 2010 by 7,639 dwelling units, or 66.6%. This growth is the effect of both annexation and in migration. Likewise, DeSoto County experienced significant growth in housing.

The data in Table 2.6 also indicates the number of persons per household. The household size for both Southaven and DeSoto County has increased over the decade, a trend which is just the opposite when compared to many Mississippi communities. It is not uncommon to see declining household sizes where the population is aging and declining, as children grow up and move away from home. Fortunately, Southaven does not fit that trend and in fact is experiencing population growth in all age groups.



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Although Southaven and DeSoto County are well below the state average vacancy rate, the rate has risen.

The most noticeable observation regarding the housing data relates to housing tenure. The proportion of rental property in Southaven has increased over the decade. In 2000, renter occupied housing constituted 27.7% of all occupied housing, while in 2010 that proportion grew to 30.2%. Excluding the Town of Walls¹⁰, Southaven has the second highest proportion of renter occupied housing among DeSoto County municipalities. Of course, as the proportion of renter occupied housing increases, the proportion of owner occupied housing decreases.

TABLE 2.6 Housing tenure and vacancy rates.

Housing Units	2000		2010	
	Southaven		DeSoto County	
	No.	%	No.	%
Occupied	11,007	96.0%	38,792	95.1%
Vacant	455	4.0%	2,003	4.9%
Total	11,462		40,795	
Tenure				
Owner Occupied	7,960	72.3%	30,723	79.2%
Renter Occupied	3,047	27.7%	8,069	20.8%
Total	11,007		38,792	
Persons per Household	2.62		2.75	
2010				
Housing Units				
	Southaven		DeSoto County	
	No.	%	No.	%
Occupied	17,969	94.1%	57,748	93.7%
Vacant	1,132	5.9%	3,886	6.3%
Total	19,101		61,634	
Tenure				
Owner Occupied	12,541	69.8%	43,865	76.0%
Renter Occupied	5,428	30.2%	13,883	24.0%
Total	17,969		57,748	
Persons per Household	2.71		2.78	

Source: U.S. Census Bureau for years noted.

¹⁰ 57.6% of the occupied housing in Walls is renter occupied. Because Walls consists of only 1,162 persons and one large apartment complex, this statistic is an anomaly.

The increasing proportion of renter occupied housing can be significant. First, code enforcement issues arise more frequently from rental property. It is believed this is caused by the absence of "pride of ownership", together with owners desiring to limit maintenance costs in order to maximize profit.

Another significant observation regarding housing tenure in Southaven concerns the change in renter occupied units compared to the number of traditional rental housing types. Table 2.7 indicates the change in housing mix between 2000 and 2010 for Southaven. Among the housing types shown in the table, multi-unit housing is that which is most commonly utilized for rental purposes. From 2000 to 2010, the number of multi-unit housing units increased by 1,425 units. However, from Table 2.6, the number of renter occupied living units increased by 2,381. This data clearly indicates that much of the growth in renter occupancy lies within the city's single family neighborhoods. Nearly 1,000 additional single family homes had to be devoted to rental occupancy between 2000 and 2010, according to these statistics.

TABLE 2.7 Housing mix in Southaven from 2000 to 2010.

Housing Mix	Dwelling Units			Change	
	2000	%	2010	No.	%
Single Unit	8,561	74.5%	14,260	5,699	66.6%
Multi-Unit	2,458	21.4%	3,883	1,425	58.0%
Mfg. Home/Other	467	4.1%	577	110	23.6%
Total	11,486		18,720	7,234	63.0%

Sources: U.S. Census Bureau Census 2000; 2010 ACS 5-Yr Estimate.

The most significant aspect of this tenure and housing type data is the potential impact on single family neighborhoods. A prevalence of rental



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properties within single family neighborhoods can create a negative perception which, in turn, may have an adverse impact on the character of the neighborhood. Coupled with the potential for enhanced code enforcement needs, a neighborhood can quickly suffer from blighting influences, whether perceived or real. The city should identify concentrations of rental properties, closely monitor conditions within the neighborhood, and correct any negative influences that arise.

In addition to ownership influencing property maintenance and code enforcement needs, the age of housing does as well. Older housing usually requires a higher level of maintenance to keep it in good condition.

Through the American Community Survey program, the Census Bureau provides information regarding the year housing was built. The importance of this data is that it will demonstrate not only the age of housing but also the distribution by time period.

TABLE 2.8 Year Structure Built.

Time Period	Housing Units	
	No.	%
2014 or later	355	1.8%
2000-2010	7,141	35.6%
1990-1999	4,249	21.2%
1980-1989	2,598	12.9%
1970-1979	2,723	13.6%
1960-1969	2,142	10.7%
1959 and earlier	879	4.4%
Total	20,087	

Source: 2013-2017 ACS 5-Yr Estimate
Table B25034

Table 2.8 indicates the data reported by the Census Bureau with regard to the age of housing. As one would expect, the massive growth of the city provides a limited amount of older housing. According to the data, 58.6% of the city's housing stock was built in 1990 or after. Conversely, 28.7% of the housing stock is 38 years old or older. Although Southaven does not have an extraordinarily high number of older homes, the city must remain aware of the fact that older housing requires continuous maintenance. In order to curb the blighting effects of aging housing, Southaven must monitor the effectiveness of its code enforcement program and adjust accordingly.

EDUCATIONAL ATTAINMENT

Information on educational attainment is presented in Table 2.9 (following page) for the city of Southaven, DeSoto County, and the State of Mississippi. In reading Table 2.9 it is important to understand the data rows. The row labeled "High School Graduates" includes the population that has achieved only a high school education (college educated persons also have a high school education).

As can be seen in Table 2.9, the percentage of high school graduates in both the City of Southaven and DeSoto County decreased from 2000 to 2016. While at first glance this data does not seem favorable, one must understand the statistic. This statistic measures those persons with only a high school education; therefore, in this case, a decreasing percentage indicates that a greater number of persons are seeking some level of higher education.

Based on the 2016 data, Southaven and DeSoto County have a higher proportion of persons with post high school education than the state as a whole. Further, substantial increases in the number of persons with bachelor or graduate degrees occurred from 2000 to 2016. The education level of the area's population will have an impact on the types of employers that seek to draw upon the local labor pool. Likewise, income levels will be commensurate with education levels.



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TABLE 2.9 Educational attainment for Southaven, DeSoto County, and Mississippi. Totals represent the population 25 years old and older.

	Southaven		DeSoto County		Mississippi	
	No.	%	No.	%	No.	%
2000						
Less than 9th grade	685	3.7%	3,565	5.2%	169,178	9.6%
9th to 12th, no diploma	2,545	13.7%	9,003	13.2%	307,882	17.5%
High school graduate (includes equivalency)	6,534	35.2%	23,260	34.1%	516,091	29.4%
Some college, no degree	4,368	26.8%	18,232	26.7%	366,744	20.9%
Associates degree	1,163	6.3%	4,452	6.5%	100,561	5.7%
Bachelor's degree	1,975	10.6%	7,014	10.3%	194,325	11.1%
Grad. or prof. degree	680	3.7%	2,776	4.1%	102,766	5.8%
Total pop. 25 yrs and older	18,550		68,302		1,757,517	
2016	Southaven		DeSoto County		Mississippi	
	No.	%	No.	%	No.	%
Less than 9th grade	1,271	3.8%	3,604	3.3%	113,297	5.8%
9th to 12th, no diploma	2,730	8.2%	8,353	7.6%	218,979	11.2%
High school graduate (includes equivalency)	8,907	26.9%	32,211	29.1%	593,422	30.4%
Some college, no degree	9,002	27.2%	29,865	27.0%	443,815	22.8%
Associates degree	3,501	10.6%	10,847	9.8%	170,289	8.7%
Bachelor's degree	5,612	17.0%	17,748	16.1%	255,615	13.1%
Grad. or prof. degree	2,078	6.3%	7,876	7.1%	154,276	7.9%
Total pop. 25 yrs and older	33,101		110,504		1,949,663	

Source: U.S. Census Bureau, 2000 Data, ACS 5-Year Estimates (2012-2016)

Income levels in Southaven have increased from 2000 to 2016. Although Southaven income levels trail slightly behind the income levels within DeSoto County, income is significantly higher in Southaven when compared to the state as a whole. The median household income in Southaven is 44% higher

in 2016 than the state average. Income is a significant factor considered by retailers and other businesses looking to invest in a community.

TABLE 2.10 Income Levels for Southaven, DeSoto County, and Mississippi.

	Southaven		DeSoto County		Mississippi	
	2000	2016	2000	2016	2000	2016
Median Hshld. Income	\$46,691	\$58,427	\$48,206	\$60,111	\$31,330	\$40,528
Median Family Income	\$52,333	\$67,555	\$53,590	\$69,811	\$37,406	\$50,592
Per Capita Income	\$20,759	\$25,384	\$20,468	\$27,135	\$15,853	\$21,651
Median Hshld. Income						
Median Family Income						
Per Capita Income						
Median Hshld. Income						
Median Family Income						
Per Capita Income						

Source: U.S. Census Bureau, 2000 Data, ACS 5-Year Estimates (2012-2016)

EMPLOYMENT BASE

Economic analysis is more difficult for smaller levels of geography such as cities and towns. Data is compiled by various agencies at larger levels of geography such as counties, metropolitan areas and states. For the purposes of developing this plan DeSoto County data is utilized.



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It is no surprise that DeSoto County has experienced an increase in employment from 2000 to 2018, given the massive population increase and commensurate increase in retail, service commercial and industry. According to data published by the Mississippi Employment Security Commission, from 2000 to 2018 the civilian labor force increased by 30,100 persons and the number of persons employed increased by 28,360. DeSoto County is fortunate to have one of the lowest unemployment rates in the state. Proximity to the Memphis metropolitan area provides a larger pool of jobs enabling lower unemployment rates. Table 2.11 provides a summary of this economic data.

TABLE 2.11 DeSoto County Employment Statistics.

	2000	2010	2018
Civilian Labor Force	59,150	79,620	89,250
Unemployment Rate	2.5%	7.5%	3.6%
Employed	57,670	73,680	86,030
Unemployed	1,480	5,940	3,220

Sources: Mississippi Department of Employment Security,
Annual Averages Reports for years noted.

Employment by type of establishment has changed dramatically over time, as indicated in Table 2.12. From 2010 to 2018 every industry sector saw an increase in employment with the exception of one (real estate, rental & leasing). Further, job creation grew faster from 2010 to 2018 than during the period 2001 to 2010. The 2008 recession could explain this trend.

By coupling data from Tables 2.11 and 2.12, DeSoto County has 89,250 persons in the civilian labor force, but within the county there are only 64,280 jobs. Simply put, despite the significant increase in job availability many commute to places outside the county to find employment.

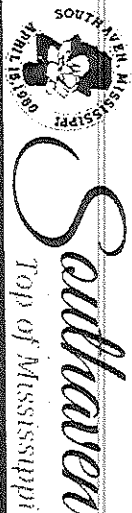
Within Southaven, commuter patterns are presented in Table 2.13 (following page). The data reveals that 71.4% of those employed and living in the City

of Southaven find employment outside the city, with most (52%) working out of state.

TABLE 2.12 Employment by Type of Establishment.

DeSoto County, Mississippi Employment by Establishment					
Industry Type	2001	2010	2018	Change '01-'10	Change '10-'18
Manufacturing	6,290	3,550	4,500	(2,740)	950
Non-manufacturing	29,140	42,910	59,780	13,770	16,870
Agri., Forestry, Fishing, & Hunting	130	90	150	(40)	60
Mining	40	30	40	(10)	10
Utilities	120	90	180	(30)	90
Construction	1,960	1,920	2,120	(40)	200
Wholesale Trade	1,740	3,290	3,840	1,550	550
Retail Trade	5,930	7,260	10,400	1,330	3,140
Transportation & Warehousing	2,510	5,410	9,810	2,900	4,400
Information	200	190	220	(10)	30
Finance & Insurance	780	960	1,080	180	120
Real Estate, Rental & Leasing	350	600	550	250	(50)
Prof., Scientific, & Technical Svcs.	640	910	970	270	60
Mgmt. of Companies & Entertainment	780	10	180	(770)	170
Adm'n. Support & Waste Mgmt.	1,970	3,220	6,320	1,250	3,100
Educational Services	40	230	400	190	170
Health Care & Social Assistance	2,680	4,880	6,140	2,200	1,260
Arts, Entertainment, & Recreation	450	600	800	150	200
Accommodation & Food Services	3,840	6,060	8,380	2,220	2,320
Other Services (except Public Adm'n.)	820	880	1,260	60	380
Government	4,160	6,280	6,940	2,120	660
Education	2,410	3,720	4,230	1,310	510
Total Employment	35,430	46,460	64,280	11,030	17,820

Sources: Mississippi Department of Employment Security,
Annual Averages Reports for years noted.



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TABLE 2.13 Place of Employment for Workers Living in Southaven.

	2017	% Total
Total Workers 16 yrs. and older	25,644	
Working:		
Within Southaven	7,334	28.6%
Elsewhere within DeSoto County	4,054	15.8%
Elsewhere within Mississippi	919	3.6%
Outside Mississippi	13,337	52.0%

Sources: 2013-2017 American Community Survey
Tables B08008 and B08130

Conversely, there is also commuter inflow into Southaven that nearly equals the commuter outflow. According to available economic data through the American Community Survey program, there are 23,670 persons employed in Southaven, as measured during the 2013 to 2017 period. In other words, Southaven has 25,644 workers residing therein, and 23,670 jobs. Because 18,310 resident workers work elsewhere, significant commuter inflow must exist to fill the 23,670 jobs. The effect is that commuter flow has very little net impact on the city's daytime population.

POPULATION AND HOUSING FORECAST

Having looked into the demographic and economic profile of Southaven, a picture of the future is necessary for planning purposes. Calculating the expected population and housing needs are particularly important components of the comprehensive plan. Comprehensive planning is in large part based on the physical environment. A community's population and its needs form a majority of the physical requirements of the built environment..

Population and housing unit projections are nothing more than an educated guess of what the future may hold based upon past trends. Projections are

particularly difficult to calculate with any reasonable accuracy for smaller geographic areas, and are further complicated by factors influencing trends, such as an annexation. Therefore, population projections for DeSoto County are included merely as a benchmark.

Projection Methodology

Population projections are computed as a simple linear extrapolation of historical data. For both Southaven and DeSoto County, the historical data includes the 1990, 2000 and 2010 decennial census population values, and the annual population estimates through 2017. This methodology, however, carries with it the following assumptions:

1. That economic trends which influence the housing market (job availability, interest rates, etc.) remain cyclical consistent with the past. In other words, housing demand in the future is similar to that in the past.
2. That housing remains within financial reach of prospective occupants.
3. That sufficient and suitable land remains available to support development within the city.
4. That favorable quality of life factors in the city to continue to attract new residents and retain existing residents.
5. That public services will support the increased population.

The population growth of Southaven is expected to bear a relationship with that of the county. Southaven has seen consistent growth over the 1990 to 2010 census periods, and for each period the city represented only a slightly increasing proportion of total county population (26.4% for 1990, 27% for 2000, and 30.4% for 2010). In the projections that follow in Table 2.14, Southaven continues to slightly increase in its share of countywide population.



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TABLE 2.14 Population Projections for Southaven and DeSoto County.

Year	DeSoto Co.	Southaven	Southaven as % of County
Census 2010	161,252	48,982	30.4%
2020	196,848	60,364	30.7%
2030	239,540	74,623	31.2%
2040	282,231	88,881	31.5%
Chg. '10 to '40:			
Numerical	120,979	39,899	
Ave. Annual %	1.9%	2.0%	

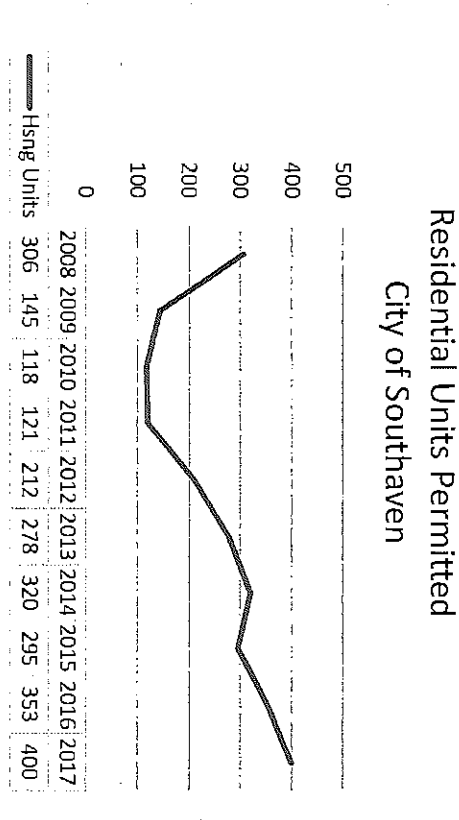
Housing Needs

To accommodate the significant expected increase in population, additional housing units will be necessary within the city. Logically, because the population projections anticipate growth consistent with that seen in the past, the housing stock must increase in a manner consistent with past levels of construction. The needed housing units are calculated based upon the projected increase in population and expected number of persons per housing unit, and are presented as incremental increases in housing stock as follows:

Time Series	Population Increase	Approx. Persons per Housing Unit	Additional Housing Needed
2010-2020	11,382	2.56	4,446
2020-2030	14,261	2.6	5,485
2030-2040	14,258	2.6	5,484

Abundantly clear is the fact that some of the housing needed from the 2010 to 2020 period has already been constructed. From 2010 through 2017, Southaven issued building permits to account for nearly 2,100 new living units. In reality, growth in the city may be somewhat slower than projected as a result of the lingering effects of the 2008 economic recession. Prior to 2008, Southaven was permitting new residential living units at an average rate of nearly 800 units per year. Following 2008, the rate of building slowed significantly and has averaged less than 300 residential units per year. While growth in recent years has been far slower than prior years, adding 300 residential units is still significant growth.

Although the 2008 recession slowed growth for the city, residential building rates are increasing:



The calculated increase in housing represent a fair estimate of future housing needs. Just as with population, it is impossible to know with certainty exactly how many housing units will be needed within the city. The projections set forth above are accurate enough for broad planning purposes only, not to be confused with a detailed market analysis upon which one may rely for investment purposes.



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For the purpose of future residential development and redevelopment of older areas, Southaven should consider commissioning a targeted housing market study. A study of this nature examines the depth and breadth of the potential market, and the optimum market position for new housing units in the city. There are likely a variety of housing market opportunities within Southaven that, if seized upon, could greatly benefit the city, the developer, and the prospective homebuyer.

SOUTHAVEN'S FINANCIAL CONDITION

The massive growth Southaven has seen has certainly had a financial impact upon the municipal budget. Substantial additions have occurred to the city's departments in terms of personnel and equipment. Substantial improvements have occurred in term of park facilities, new fire stations, water and sewer upgrades and various other facilities and programs. As time progresses, Southaven will continue to experience the service needs of a growing and evolving population, together with the difficulties associated with aging neighborhoods and financial incentives to preserve such areas. An appropriate inquiry, then, is that of Southaven's financial condition.

One of the most important funds within the municipal financial structure is the general fund. The general fund is that portion of the city's budget that pays for most of the services citizens realize. For example, the police department, fire department, street department, planning and zoning services, parks and recreation, building inspections and code enforcement are all funded through the general fund. A four-year general fund summary is as follows:

TABLE 2.15 General Fund Summary Data

	FYE 2014	FYE 2015	FYE 2016	FYE 2017
Total				
Revenues	\$37,175,501	\$41,992,982	\$43,201,742	\$44,062,375
Expenses	\$36,363,432	\$39,887,327	\$42,619,261	\$43,510,384
Gain	\$811,619	\$2,105,655	\$582,481	\$551,991
Other	\$45,620	\$22,097	\$3,796	\$187,061
Sources				
Fund Balance				
Beginning	\$3,917,754	\$4,836,313	\$6,964,065	\$7,550,342
Ending	\$4,836,313	\$6,964,065	\$7,550,342	\$8,289,394

Sources: City audit reports for years noted.

Table 2.15 indicates positively toward the city's financial health. First, the city is maintaining a healthy general fund balance. As of fiscal year ending (FYE) 2017 reserves were approximately \$8.3 million against the annual obligations of \$43.5 million. This equates into a fund balance equal to 19% of operating obligations which is a very healthy fund balance.

The general fund balance is also growing. Since 2014 the general fund balance has grown by 71% while expenses have grown by 19.7%. The significance is that Southaven is growing its fund balance while also increasing expenditures to provide services, programs and improvements.

Measuring assessed valuation is another metric utilized to examine a city fiscal health. Assessed valuation is a key component in the property tax equation, as it is measured against which the tax rate is applied to produce property tax revenue for the city. Four points in time¹¹ are indicated on the next page in Table 2.16.

¹¹ Because property reassessment occurs on a four-year cycle, examining data over a longer period of time is more meaningful.



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TABLE 2.16 Assessed Valuation Summary Data for Southaven (expressed in thousands).

	2005	2010	2015	2017
Real Property	\$213,916	\$341,917	\$342,002	\$378,593
Personal Property	\$28,778	\$47,880	\$55,372	\$59,559
Public Utility	\$9,208	\$8,750	\$12,356	\$13,860
Autos	\$58,499	\$57,162	\$68,440	\$76,907
Total Valuation	\$310,401	\$455,709	\$476,170	\$528,919

Sources: City audit reports for years noted.

Southaven's assessed valuation has grown substantially over time, increasing at a rate of 4.5% per year. This growth is directly related to new development (additions to the tax roll) and market appreciation (increasing property values) throughout the city. Because of the city's limited supply of vacant land, growth in assessed valuation will likely slow as the city moves closer to build-out. Slower building rates will reduce the additions to the tax roll and likewise reduce growth in assessed valuation.

Retail sales is another financial indicator for the city. In Mississippi, the state returns to each municipality 18.5% of the 7% sales tax collected on retail sales inside the municipality. In other words, for each retail dollar spent in Southaven, the city receives 1.3 cents back from the state.

Retail sales within a community is important for several reasons. First, retail sales taxes are a significant source of revenue for city coffers. For fiscal year ending September 2017, sales tax diversions made up nearly one third of Southaven's \$44,062,375 in general fund revenues. Without healthy retail sales, municipal government must either reduce services and programs,

Increase property taxes and fees, or rely on reserves to meet operating demands.¹²

Retail sales data are as follows:

TABLE 2.17 Retail Sales Data for Southaven.

	2005	2010	2015	2017
Gross Sales	\$760,322,651	\$910,561,944	\$1,130,238,021	\$1,255,568,671
Diversion to City	\$8,974,858	\$11,200,370	\$13,596,065	\$14,443,288

Sources: City audit reports for years noted.

The rapid growth and development of Southaven can be seen in the retail sales data. Between 2005 and 2017, the retail diversion to Southaven grew by 60%. In 2012, Southaven first topped the \$1 billion mark in gross retail sales. These massive increases in retail sales not only contribute substantially to the city's ability to deliver services, but are also a result of:

- A growing population with favorable income and spending characteristics. More people equal more sales volume.
- Substantially increasing number of retailers. The most notable increase in recent years is the development of the Tanger Outlets mall.
- The synergistic impact of regional scale retail development. Large "anchor" retailers attract restaurants, shadow retailers and service commercial as a result of the large volumes of traffic.

There is, however, a threat to Southaven's retail sales tax base, and that is online shopping. Online retail giants such as Amazon tend to drain tax dollars from communities. Recently, the Mississippi Legislature enacted the Mississippi Infrastructure Modernization Act of 2018, which will divert some internet sales taxes to Southaven. While this will be helpful to offset the growing trend in online shopping, the true challenge for Southaven and other

¹² To rely on reserves for operating demands is only a short term option, as reserves would become depleted after a period of time.



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municipalities is to create an environment that encourages residents to shop locally rather than virtually. Amazon and other online retailers cannot create the experience of shopping, but an appropriately built environment can.

SUMMARY

Southaven is a city experiencing substantial growth in both its population base and its economy. The city has transitioned from a suburb of Memphis into a mature city with many positive characteristics which continue to attract population. Southaven's robust economy provides virtually as many jobs as there are workers within the city, despite the fact that significant commuting occurs.

Southaven also faces the challenges associated with growth and aging neighborhoods. As the population continues to increase, public services must likewise increase and adjust to the needs of the population. As developed areas continue to age, Southaven will be faced with the necessity for enhanced code enforcement efforts and creative efforts to maintain property values, neighborhood character, and perhaps induce redevelopment of certain areas.

This economic data clearly indicates that Southaven is in sound financial condition and will be for the foreseeable future. However, the most significant challenge Southaven faces is the long term impact of aging neighborhoods coupled with the eventual depletion of its land resources. Southaven must remain a desirable community in order to maintain a strong economy.



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Goals and Objectives

The principal function of these goals and objectives are to set forth the overall outline of the planning program and to succinctly identify the city's development policies which are not otherwise embodied in other portions of this plan. The goals, objectives and policies form a functional hierarchy as follows:

Goals are statements of the community's desires, vision, or aspirations. As such, goals are not necessarily ever achieved and brought to an end. As broad statements, goals are to identify the purpose of an effort, and are not easily measured.

Objectives are statements that serve the purpose of narrowing the broadly stated goal into something more specific and measurable. Objectives are formulated to move toward achievement of the goal, and are more precise in terms of directing an action.

Policy statements then follow objectives. The stated policies serve as one of many inputs in the land use/development decision-making process. Policies are very specific and are directed toward carrying out the objectives, which in turn are designed to achieve a certain goal.

GENERAL GOALS AND OBJECTIVES

The basic goal of City officials and community leaders is the development of a safe, healthy, and attractive community with a good living and working environment including ample family oriented recreational facilities and programs. Within this basic goal lies a commitment from community leaders to attempt to manage the rapid growth of Southaven while maintaining and strengthening its sense of community identity and sense of community pride.

Achievement of this overarching goal will focus in large measure on the development and implementation of sound and achievable programs and activities for community development. The following is a listing of specific

goals, objectives and policies which are designed to reach the major goals established by community leaders and outlined in this Comprehensive Plan. Often an objective or policy may relate to multiple goals; therefore, some repetition may appear.

LAND USE GOALS

Goal 1: Continue to provide for the orderly and logical spatial arrangement of development in the city of Southaven.

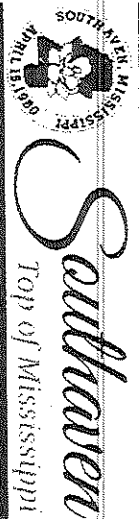
Objective 1.1: Avoid the creation of incompatible land uses as the city continues to develop and experiences redevelopment, and to remedy over time the existing incompatible land uses that have occurred.

Objective 1.2: Ensure the protection and betterment of the public health, safety and general welfare, including the provision for adequate light, air and circulation, separation and open space between land uses, prevent overcrowding, protection of the value of property and the protection of the integrity of the various neighborhoods within the city.

Objective 1.3: Provide for the protection of property values by the creation of a level of certainty regarding the use and reuse of lands within the city, and to create a positive sense of place and enhance the quality of life in Southaven.

Objective 1.4: To implement at the appropriate time(s) the recommendations of this plan.

Policy 1.4.1: The City of Southaven will determine the time and manner in which to update its land use control ordinances as necessary to implement the recommendations of this plan. Such updates may also include modifications to the zoning map.



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Goal 2: Guide and direct development in a manner which is sensitive and responsible with respect to the natural environment and natural resources.

Objective 2.1: Provide an incentive for developers and landowners to preserve environmentally sensitive areas and to employ development techniques which result in the conservation of natural resources or otherwise benefit the natural environment.

Policy 2.1.1: The City of Southaven will establish a means by which to measure the impact of proposed development upon environmentally sensitive areas.

Policy 2.1.2: The natural environment for which the city is concerned includes areas of delineated wetlands, areas designated as Special Flood Hazard according to FEMA areas of mature tree growth, and areas that may be of archeological significance such as burial grounds.

Policy 2.1.3: Southaven will develop measures to provide density or intensity bonuses, or a reduction in development requirements, for developments which work toward the implementation of this goal and objective.

Policy 2.1.4: Southaven will encourage developments which offer the following characteristics

- Provide a mixture of land uses.
- Place emphasis upon the pedestrian.
- Place residents within walkable proximity to employment opportunities and other daily needs.
- Reduce the reliance on the automobile to meet daily living needs.

By way of example, cluster development patterns are effective in protecting environmentally sensitive areas.

Goal 3: Guide and direct development to locations that allow for the most efficient utilization of existing investment in public infrastructure and public facilities.

Objective 3.1: Minimize the public investment necessary to provide public services to new developments within the city.

Policy 3.1.1: Southaven will encourage new development to locate in areas that are served with adequate municipal utilities in order to minimize or eliminate costly utility extensions or improvements.

Policy 3.1.2: The city will assess the intensity of development and encourage its location with respect to available public service facilities and capabilities. Developments will be guided to areas to best accommodate the service demands including, but not limited to, water supply, wastewater demands, fire protection requirements, traffic generation and access to transportation routes.

Policy 3.1.3: The city will impose a concurrency requirement related to new development, requiring that public services be adequate and available at the time of, or within a reasonable time of development.

Policy 3.1.4: Southaven will employ a program whereby public infrastructure improvements, when necessary, are achieved as a result of public efforts, private efforts, and public-private partnerships.

Objective 3.2: Maximize the benefit of public investment in existing municipal service facilities and capabilities.

Policy 3.2.1: Southaven will encourage infill development, particularly in those areas which are already served with municipal utilities.



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Policy 3.2.2: The city recognizes the impossibility of achieving full buildout within the municipal limits and therefore acknowledges that the availability of vacant developable land is not the sole factor to consider when guiding and directing future development.

✓ **Goal 4:** To enable a built environment that is pedestrian friendly, aesthetically pleasing, multi-functional, and attractive to emerging development markets;

PUD zoning classification
Objective 4.1: To foster market forces which seek to capitalize on new urbanism city-building principles.

Objective 4.2: To target and develop areas achieving mixed use development patterns and having substantial architectural and design features creating a unique, attractive and desirable place to live, work, shop, or seek services or entertainment and thus, enjoy an experience in Southaven.

Policy 4.2.1: The city will encourage the use of the Planned Unit Development (PUD) zoning classification to regulate mixed use development proposals. The PUD classification affords substantial design flexibility to the development community.

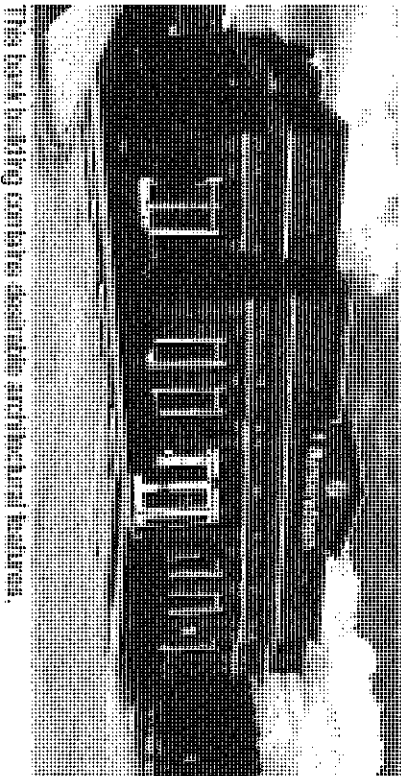
Policy 4.2.2: Mixed use PUD proposals will be reviewed against the principles established in the Future Land Use section of this plan for mixed use development.

Objective 4.3: To ensure new development includes design components which further the goals of this plan.

Policy 4.3.1: Where practical and possible, new development shall include pedestrian and multi-modal

features which serve to further the purpose of the complete streets policy.

Policy 4.3.2: When reviewing development applications, Southaven will consider the architectural appropriateness of the development. Generally, new development should possess architectural features and style that are consistent with, or exceed, nearby desirable structures.



Goal 5: To recognize the necessity for market driven urban development patterns to continue within single-use zoning districts, as presently characterizes much of the city.

Objective 5.1: To recognize that despite the fact that Southaven desires mixed-use development, some segment of consumers wish to live, shop, and otherwise interact in developments that are the product of single-use zoning districts.

Policy 5.1.1: The City of Southaven will maintain within its land development regulations the necessary



Chapter 3. Goals and Objectives Comprehensive Development Plan

language to permit the continuance of prior development pattern that presently characterizes much of the city today.

Policy 5.1.2: Southaven will establish maximum lot sizes in single family residential zoning districts in order to more efficiently utilize the city's vacant land resources.

TRANSPORTATION GOALS

Goal 6: Provide multiple modes of transportation which are safe and accessible for all travelers.

Objective 6.1: To expand the transportation options in Southaven to include more bike and pedestrian paths and dedicated lanes.

Objective 6.2: To encourage healthier lifestyles through increased walkability throughout the city.

Policy 6.2.1: Southaven will continue to apply its complete streets policy to existing and future transportation corridors.

Policy 6.2.2: Southaven will continue seeking funding for the addition of bike lanes and pedestrian ways along existing transportation corridors.

Policy 6.2.3: Transportation corridors will be designed to invite and encourage other-than-automobile usage. Such design elements include, but are not limited to:

- Physical separation of pedestrians/cyclists from automobiles.
- Landscaping elements.
- Conveniences such as sitting or resting areas.
- Unique design elements.
- Handicap accessibility

- Aids in interacting with traffic such as cross walks and safety islands.

Policy 6.2.4: Southaven will create and offer development incentives in exchange for design elements which enhance pedestrian mobility.

Goal 7: Provide accessible and safe means of vehicular and pedestrian circulation, to include multiple modes of transportation.

Objective 7.1: Provide adequate signage and striping along the streets to regulate and direct traffic as needed.

Policy 7.1.1: Southaven should examine the street signage within the city and develop a plan for replacing those signs which have become an eyesore (faded, dented, defaced, etc.), or to reinstall missing signage. Street striping should be evaluated as well, particularly pedestrian crossings.

Comment: Having clearly visible signage and markings on the streets is an obvious safety need, but also it serves to enhance the appearance of the community.

Objective 7.2: Increase the opportunity for pedestrian mobility throughout the city.

Policy 7.2.1: The existence and condition of sidewalks should be evaluated and sidewalks should be installed or improved where needed.

Policy 7.2.2: Sidewalk repairs or installations should be directed first toward areas which are used to move children (connecting schools and adjacent neighborhoods), second to connect residential neighborhoods to recreational or commercial areas, and finally within other residential areas.



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Objective 7.3: Improve the safety and attractiveness of access to private properties.

Policy 7.3.1: Southaven will continue enforcement of its curb cut policy to limit the access points along commercial corridors and to improve the appearance of transportation corridors.

Objective 7.4: Ensure the reservation of right-of-way for future transportation routes.

Policy 7.4.1: As development occurs along the path of any planned transportation routes, Southaven should require, as a condition of development approval, the reservation of an appropriate right-of-way corridor.

Policy 7.4.2: The city should require, through appropriate development regulations, newly constructed streets be laid out so as to facilitate future extensions or connections.

HOUSING GOALS

Goal 8: Improve the quality of the housing stock in the community.

Objective 8.1: Eliminate, to the extent possible, all dilapidated and abandoned housing in Southaven.

Objective 8.2: Require homeowners to maintain houses to a certain standard of safety and durability.

Objective 8.3: Ensure that new housing is built to current standards for safety, durability and functionality.

Policy 8.3.1: The City should adopt and enforce the most current and up to date suite of building codes.

Goal 9: Encourage infill housing development.

Objective 9.1: Attract new housing developments to locate upon underutilized properties within the city.

Policy 9.1.1: The city will seek to fill vacant lots within the city with high quality housing development. Such development shall enhance the neighborhood rather than simply fill a vacant lot.

Objective 9.2: Provide a wider field of housing opportunities in the form of housing types and housing costs.

Policy 9.2.1: The City of Southaven should commission a detailed housing market study to examine housing cost, preferences, and availability regarding emerging housing markets. For example, loft units and live/work units are becoming popular among young professionals. This study would be significantly beneficial for the development of mixed-use areas.

Policy 9.2.2: Southaven will promote the concept of mixed-use development, particularly with regard to housing types combined with limited commercial development (commercial on the first floor, housing on the second floor).



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Goal 11: Create more socially connected and interactive neighborhoods.

Objective 11.1.1: To create design standards concerning the physical layout of subdivisions and neighborhoods which invite human interaction and activity.

Policy 11.1.1.1: New neighborhoods should be laid out, where possible, in a grid pattern to encourage pedestrian activity, and cul-de-sac streets should be avoided. Streets should terminate with a view of something pleasing, such as a park or open space or a well designed and maintained structure.

Policy 11.1.1.2: Street designs that are conducive to pedestrians and contribute to forming tight-knit neighborhoods are encouraged. By way of example, sidewalks should not be located adjacent to the curb or edge of pavement, as this places the pedestrian in close proximity to traffic. Street trees or on street parking should be utilized to separate pedestrians from moving automobiles.

Policy 11.1.1.3: New neighborhoods should be laid out with walkable distances (approximately ¼ mile radius) to the residents' services and needs, thereby reducing the necessity for automobile trips.

Policy 11.1.1.4: New neighborhood buildings should possess architectural uniformity and uniqueness but at the same time contain sufficient variation in building footprint to avoid the monotony of "cookie cutter" type subdivision development.

Policy 9.2.3: The city will maintain a diverse supply of housing available to people of all income levels, but will continue to limit the proportion of standalone multifamily housing (i.e. apartment complexes) to 15% of the city's housing stock. Excluded from the 15% limitation shall be group quarters housing, townhouses and condominiums with a property owners association and housing reserved exclusively for retirement age persons. The city may also exclude from this limitation any housing development which is designed to capture an emerging or underserved housing market, or housing which forms a necessary and integral part of a mixed-use development.

Goal 10: Create sustainable housing in Southaven.

Objective 10.1: Promote human oriented design versus auto oriented design.

Policy 10.1.1: For the purpose of this plan, walkable neighborhoods shall be considered as those wherein the residents have an approximate one-quarter mile walk to reach the center of neighborhood activity.

Policy 10.1.2: Southaven will encourage the development of walkable neighborhoods and housing design to provide pedestrian friendly homes. Homes with features such as a front porch, three or more step elevation above grade and the front entry as the primary front facing the street (as opposed to a garage or carport) will be encouraged.

Policy 10.1.3: The city will permit and encourage the design and construction of homes which accommodate alternative energy and conservation techniques, such as solar panels and water conservation features. Development regulations should be amended, to the extent necessary, to accommodate such features.



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Objective 12.1: To provide housing availability for an aging population.

Policy 12.1.1: Southaven will encourage the development of housing designed to meet the needs of an aging population. Such design features include, but are not limited to handicap accessibility throughout the home, smaller lots (thus less maintenance), condominium ownership, wider sidewalks, group living, etc.

COMMUNITY FACILITIES AND SERVICES GOALS

Goal 13: Provide excellent services throughout the city in an efficient and cost effective manner.

Objective 13.1: Ensure that space is available for the expansion and extension of public services.

Policy 13.1.1: Southaven should require, as development occurs, the reservation or dedication of space for public use such as additional street right-of-way, park space, or space for public buildings or utilities.

Objective 13.2: Ensure there is a logical and compatible relationship between service facilities / capabilities and land uses.

Policy 13.2.1: The city will evaluate development proposals with regard to the intensity of service demands (police, fire, water, sewer, etc.) and compare the same to the capability and impact of providing the required services.

Policy 13.2.2: Southaven will discourage development proposals with such an intensity of service demands (police, fire, water, sewer, etc.) that, if approved, could have a negative impact upon the level of services for existing city



Figure 2.1: Pedestrian Landscaping

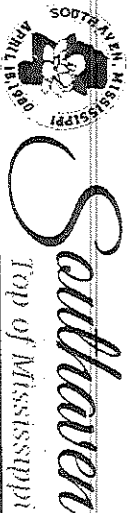
The above photo illustrates the use of street plantings to separate pedestrians from traffic. As time progresses the landscaping will mature and create an entirely new character for this neighborhood.

Note that the house has a fairly small footprint and is pulled up close to the sidewalk, all features that focus on the human rather than the automobile.

Policy 11.1.5: Neighborhoods, both residential and nonresidential, should be designed in keeping with Traditional Neighborhood Development (TND) principles as follows:

- Compactness;
- Human scale design;
- Mixed uses including retail, residential, other commercial, civic and public spaces;
- Contains a variety of housing opportunities;
- Environmental features are incorporated into the design; and
- Maintains existing buildings and architectural style and character unique to the community.

Goal 12: Ensure the availability of housing opportunities within the City to meet the needs of all market sectors.



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residents; unless, however, there is an adequate plan to provide the necessary services.

Objective 13.3: Enhance public services available to the citizens of the city.

Policy 13.3.1: Southaven should continually evaluate the type of recreational facilities most beneficial to city residents, and develop a plan to fulfill those desires.

Policy 13.3.2: Southaven should work with the Mississippi State Rating Bureau to continually protect and enhance fire protection services within the city.

Policy 13.3.3: The city will develop a system whereby streets which are in need of major repair are identified and prioritized, so that a means can be developed to address the maintenance needs.

Objective 13.4: Minimize the burden of infrastructure costs to the existing tax base.

Policy 13.4.1: Developers shall bear the cost of infrastructure necessary to provide service to and within the proposed development without regard to the fact that such infrastructure may be dedicated to the public. This policy, however, shall not be construed in conflict with the policy of first locating development in areas presently served by adequate infrastructure.

Goal 14: Enhance, to the extent possible, services delivered to the residents of Southaven from other governmental or quasi-governmental entities.

Objective 14.1: To work in a mutually cooperative fashion with public and quasi-public agencies in the discharge of their duties within the city.

Policy 14.1.1: Southaven will make its resources available for the purpose of furthering this goal and objective; provided, however, that the city shall not place any burden upon the taxpayers of the city in doing so unless there is good and valuable benefit to city taxpayers.

COMMUNITY APPEARANCE AND SPIRIT

Goal 15: Improve and enhance the overall appearance of the community and generate a sense of community pride.

Objective 15.1: Eliminate, to the extent possible, all dilapidated and abandoned structures in the city.

Objective 15.2: Maintain public and private properties in the city to project a positive image of Southaven.

Policy 15.2.1: Continue to enforce the necessary ordinances to compel property owners to clean their property by removing unused or discarded items, mowing tall grass, removing dilapidated buildings and otherwise keeping property in a safe and presentable form.

Policy 15.2.2: Southaven will maintain public property to the same standards required for private property owners.

Objective 15.3: Improve the visual appearance of the community.

Policy 15.3.1: The city should evaluate the effectiveness of its sign regulations to ensure that signage does not cast a



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cluttered and confused impression for commercial, business or industrial areas of the city.

Policy 15.3.2: Assess the appearance of the entrances to the city and take measures to improve the visual impact.

Policy 15.3.3: Assess parking lots and streets to determine where added landscaping would enhance the appearance. The purpose is to interrupt the continuous flow of asphalt from streets into parking lots.

Policy 15.3.4: Southaven will address, to the extent necessary, negative conditions arising from inadequate property maintenance, including but not limited to the conditions of: inadequate parking space, trash, litter, clutter and similar conditions.

Policy 15.3.5: Southaven will control visual clutter through the application of sign regulations.

ECONOMIC DEVELOPMENT

Goal 16: To create a distinguishable center of commerce within the city.

Objective 16.1: To develop within the city an area which is set apart from others in regard to the character of the commercialization.

Policy 16.1.1: For zoning and land use regulation purposes, the city will establish specific boundaries of an area to transition into a more metropolitan-like development style, compared to the suburban development that characterizes much of the city.

Policy 16.1.2: Southaven will amend its development ordinances to allow for more intense development in order to accomplish metropolitan-like development. Such

amendments include, but are not limited to, taller buildings, higher floor area ratios, smaller setbacks, and shared parking. Further, an appropriate list of allowable land uses will be created for this district.

Policy 16.1.3: It is the desire that this area be one that contributes to the *experience* Southaven wishes to create. To that end, development regulations, and potential incentives, will be designed to accomplish this desire.

Policy 16.1.4: Necessary airport height restrictions shall prevail over the desire for taller buildings within this area.

Goal 17: To generate additional employment opportunities within Southaven.

Objective 17.1: Strengthen and increase the employment opportunities within the city.

Policy 17.1.1: Southaven will seek to attract diverse employment opportunities including manufacturing, public sector, research, retail, service and entertainment industries and other potential employment sectors.

Policy 17.1.2: Southaven will continue strengthening its retail base and contemporaneously therewith seek to attract entertainment and other venues to add to the local economy.

Objective 17.2: Provide incentives which serve to enhance the creation of jobs and reuse of vacant buildings.

Policy 17.2.1: Southaven will encourage the reuse, or an adaptive use, for existing vacant industrial buildings and properties.



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EDUCATION GOALS

Policy 17.2.2: Investigate the potential to provide financial incentives for economic development and the creation of jobs.

Goal 19: Provide for the further enhancement of educational opportunities and the quality of education within the city.

Goal 18: Promote economic development and continue the development synergy within the community.

Objective 19.1: To work cooperatively with and in support of the DeSoto County School District in delivering educational services to residents of the city.

Objective 18.1: Provide a sense of welcome for new development or redevelopment.

Objective 19.2: To ensure adequate space is available for the location of new schools or the expansion of existing schools in the city.

Policy 18.1.1: Southaven's development regulations and policies resulting from this comprehensive plan are not to be construed as restrictive, but are intended to be supportive of development.

Policy 18.1.2: The development regulations and policies resulting from this comprehensive plan are to be interpreted in a consistent and fair manner.

Policy 19.2.1: When approving development proposals, Southaven will consider the impact population increases will have upon the school system and will seek input from the School District regarding the same, particularly in regards to enrollment and space needs.

Objective 18.2: Provide significant and continuous marketing efforts to attract new development.

Policy 19.2.2: Southaven will seek direct input from the School District concerning any development proposed which abuts property owned by the school district.

Policy 18.2.1: Form alliances with local Chambers of Commerce, Economic Development Authorities, or other such agencies designed to locate and attract economic development.

Policy 18.2.2: Ensure information available to the public is accurate and up to date. This includes the continuing maintenance and updating of the city's web site and other forms of technical forms of communication as such evolve, including social media platforms.



Chapter 4. Land Use Plan Comprehensive Development Plan

Existing Land Use Patterns and Future Land Use Plan

The purpose of this chapter is to reveal existing land use patterns by preparing an inventory of existing land uses in map form, which in turn aids in developing goals and objectives for future land use patterns. By predefining future land use patterns, city officials and the community will have a guide over which to focus and direct future development. The future land use plan serves as a guide that literally maps out the general location and relationship of land uses.

EXISTING LAND USE

Existing land use data for the city of Southaven and the planning area was gathered in 2018 and 2019 through the use of satellite imagery, windshield surveys, and personal knowledge of the local landscape. A digital parcel map was created using a Geographic Information System (GIS), and each parcel coded for its particular land use category, as further defined below. This mapping effort not only aids in revealing land use patterns, but also enables otherwise arduous land use calculations.

The existing land uses are divided into the following described categories:

Residential

Single Family Residential – A single residential living unit of conventional (on-site) construction, designed to house only one family.

Multifamily Residential – A structure designed with more than one separate living unit, such as a duplex or apartment complex, where such living units are attached.

Manufactured Home Residential – A single residential living unit designed to house only one family and constructed or assembled off-site and transported to the site for placement.

Recreational Vehicle – A vehicle designed either as self-propelled or as a towable unit designed to provide limited living space, typically on a temporary basis. These land uses are most commonly found in park settings. The existing land use map notes these uses as "RV Park".

Commercial

Commercial establishments are considered to be those that are operated privately, for profit, and provide merchandise or services for retail trade. Examples include banks, grocery stores, barber shops, malls, shopping centers, etc.

Medical Office

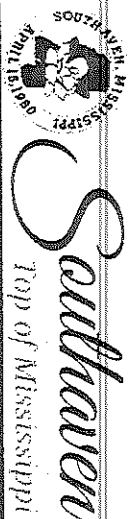
Those land uses which provide a medical service are categorized as medical office uses. Such establishments include Baptist Memorial Hospital - DeSoto, which is commonly known as Baptist DeSoto, and the many specialist offices in the immediate vicinity. Also included as medical offices are dentists, emergency clinics and the sort. The existing land use survey does not comprehensively identify all medical offices within the city, but it does demonstrate the concentration of medical offices in proximity to Baptist DeSoto.

Industrial

Industrial establishments are considered to be those that are operated privately, for profit, and engage in manufacturing, reduction, warehousing, storage, or distribution of products or goods. Also included in this category are uses that may generate substantial amounts of noise, odor, light, traffic or other nuisances associated with industrial uses.

Public/Semi-Public

Uses that are operated primarily for the purpose of providing a public service or delivering a public utility, such as a fire station, post office or electric power sub-station. Parks and designated landscape areas (within a subdivision, for



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example) are good examples of this type of land use category. This category also includes non-profit organizations such as churches and cemeteries. Within Southaven there are some areas specifically reserved for stormwater conveyance and detention, which are also considered as public/semi-public uses.

Institutional

Uses that are operated by a public or non-profit body that involve the frequent assembly or housing of persons, such as a school.

Vacant Lands

Vacant lands are classified by the absence of an obvious urban use. Property lying void of any urban use can certainly be said to serve a nature related use, but are nonetheless considered vacant in this study. Properties utilized for agricultural purposes are considered vacant for the purpose of this study.

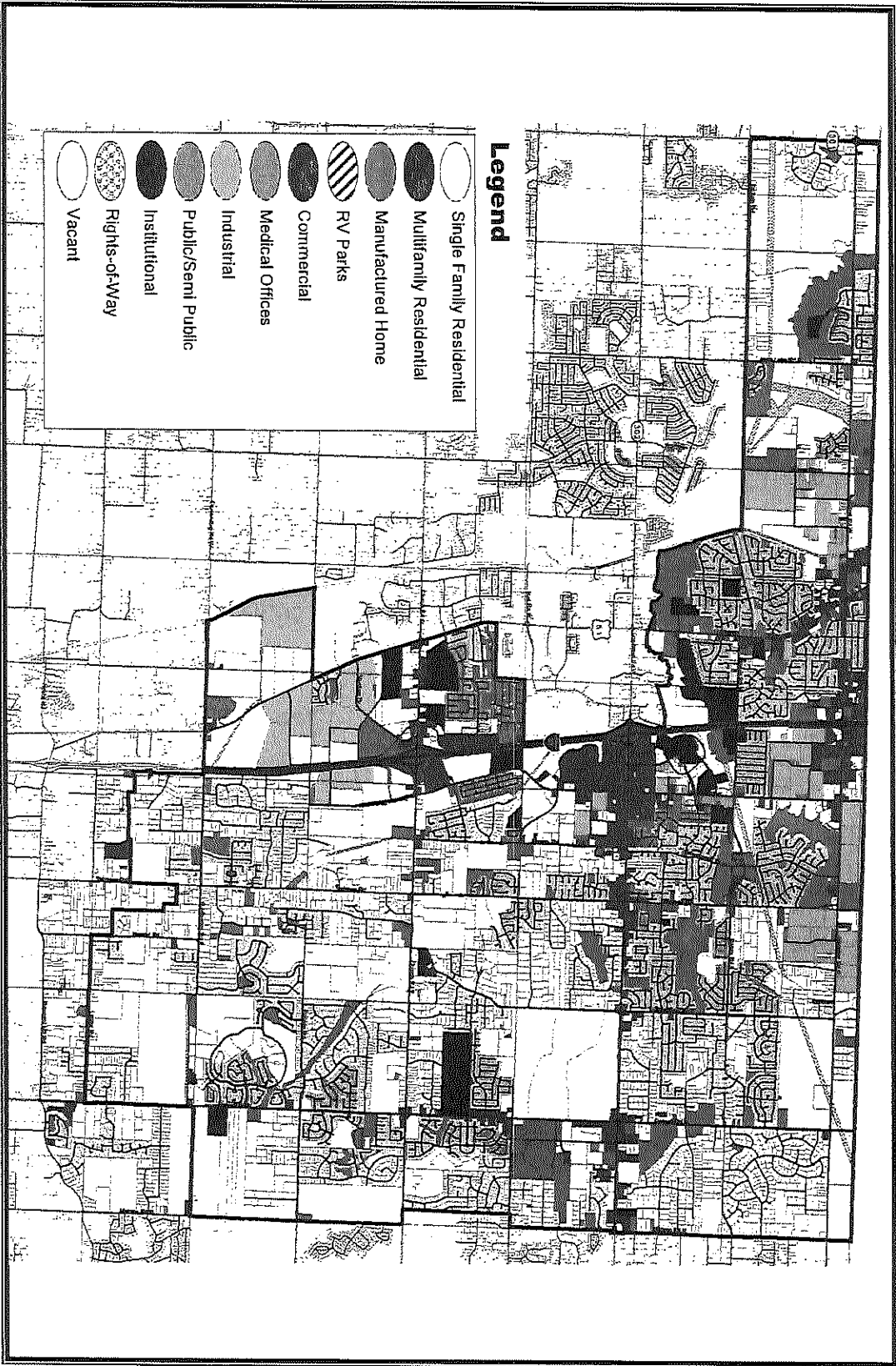
Streets and ROW/Easements

This category is set aside to account for those corridors necessary for transportation routes or utility lines. Although in some instances there may be nothing visible on an easement, the property is set aside for a specific use.

The spatial arrangement of the existing land uses for the City of Southaven and the Planning Area is shown on Map 4.1 (following page). Observing existing land use provides insight toward the development of the future land use plan and policies regarding land use management.



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MAP 4.1 Existing Land Use. Data compiled by Bridge & Watson, Inc.



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Historical Development Patterns

The City of Southaven is a young city, having incorporated only thirty-nine years ago in 1980. Some of the earliest developed portions (or oldest portions) of the city are in the Highway 51/Stalene Road area and south thereof. Over the course of time, development has followed transportation routes and utility infrastructure by extending from Memphis south along Highway 51, east and west along Stalene Road, and progressing further south, east and west as interchanges were constructed, roads improved, and as utility infrastructure became available.

Dependency on the automobile has had a profound impact on the built environment. The mobility caused by the automobile enabled suburban development and as residential development has crept over the landscape, commercialization has followed along the transportation corridors. In Southaven, this is easily seen along Highway 51, Stalene Road, Goodman Road and Church Road, as examples. Southaven, along with most all other small southern U.S. places, has experienced low density development.

Population and housing density are an effective measure to demonstrate the impact of different development patterns. Southaven, for example, at the time of the 2010 census had a density of 1,187 persons per square mile and 463 housing units per square mile. Manhattan, in contrast had a population density of 69,468 persons per square mile and 37,106 housing units per square mile.¹³

While Southaven will never develop to the density of Manhattan, through this planning process perhaps the city can utilize increased population density to capitalize on current development trends and housing preferences of current and future homeowners.

Land Supply

Without a suitable amount of land available to accommodate new construction, development will extend to areas beyond Southaven's corporate limits. With no room to accommodate new development, Southaven must rely upon existing development and potentially redevelopment to provide the tax base to support city services.

The land use survey allows a quantification of the land uses within the city, including vacant lands (i.e. that land which is not in urban use). This measure is a clear indicator as to the quantity of remaining land available for development.

Another important use of this data is for the determination of space needs to accommodate expected development. Utilizing existing development as a guide, future development spatial needs can be estimated.

Within Southaven and the planning area, land is utilized as set forth on the next page in Table 4.1.

¹³ Density data taken from the 2010 Census, Table GCT-PH1.



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TABLE 4.1 Land Supply Measurements. Existing land uses, as indicated on Map 4.1, are quantified below.

Surface Area		Existing City		Planning Area		Combined Area	
		Acres	% of Land Area	Acres	% of Land Area	Acres	% of Land Area
Total Surface Area		26,580		1,792		28,372	
Water vs Land		125		-		125	
Land Area		26,456	100%	1,792	100%	28,248	100%
Developed Land							

Source: Bridge & Watson, Inc. land use survey data.



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Table 4.1 (previous page) indicates, among other things, that Southaven has a limited amount of land resources remaining. Within the corporate limits, there remains 9,123 acres of vacant land, of which 1,647 acres are subject to development constraints of flood hazard designation or wetland characteristics. This leaves 7,449 acres of vacant, unconstrained property within the city. However, the designation of "unconstrained" land is not as straightforward as it seems.

As the term is used in this plan "unconstrained" simply means the property is not subject to flooding or wetland characteristics. It does not mean there are no development constraints of any type impacting the property. Many constraints may exist but are not easily measured, such as:

- Lack of availability – The owner simply does not wish to develop, or demands a price that is not supported by the market.
- Title cloud – Developer cannot gain clear title and thus cannot subsequently convey the developed property.
- Size or shape of the property – Some parcels may be small and scattered about the area, making land assemblage difficult. Other parcels may be too small in area or of unusual shape such that they are not ideal for development.
- Character of surroundings – Conditions can exist that discourage new investment in some areas. For example, as neighborhoods age they may become blighted and thus not attractive for new development. If an area is perceived as unsafe, certain types of development will not occur.
- Topography – Areas with excessive slope or drainageways may require increased costs for development.
- Environmental issues (pollutants, noise) – Pollutants may be present on the site of former industrial operations and may require expensive cleanup. For Southaven, the noise from the Memphis International Airport has been a prior constraint to development.

Because of these development constraints, cities in Mississippi do not reach full (100%) buildout. If development pressure in Southaven demands development of half the remaining vacant unconstrained land, then the city has only 3,725 acres remaining to accommodate expected future development. This would also leave the city with only 14% vacant unconstrained land within its limits.

Future Land Use Plan

Introduction and Methodology

In order to comply with Mississippi enabling legislation, the future land use plan must designate in map or policy form the proposed general distribution and extent of the proposed land uses. Additionally, the meaning of land use codes must be provided.

The future land use plan serves two purposes. First, it provides for the general physical location of expected future development. The second purpose is to create order among the existing land uses. Southaven consists of a wide array of land uses, lot sizes and configuration. Planning to enhance those areas which are already built will tend to preserve or improve the quality of neighborhoods.

In preparing a Future Land Use Plan, a necessary and responsible step is that of considering environmentally sensitive areas. These areas are not only worthy of some degree of preservation, but also pose a constraint to development.



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Environmental Constraints

Responsible planning dictates that the natural environment be planned just as the man-made environment is planned. The following discussion outlines the importance of certain environmental elements.

Septic Tank Suitability

Southaven and DeSoto County are made up of numerous types of soil. Each soil is unique in terms of its physical and chemical characteristics. Because of these differing characteristics, some soils may not be very well suited for proper disposal of sewage through on-site methods.

Fortunately, Southaven operates a central sewer collection system with sewage collection lines throughout practically every portion of the city. New development in Southaven should have no difficulty utilizing central sewer and thus avoid the potential health concerns associated with on-site sewage disposal.

Sewer lines are not widely available throughout that portion of the planning area outside the corporate limits. The improper disposal of sewage poses a threat to both ground water supplies and surface waters. Soils that allow wastewater to permeate through too quickly fail to filter out pollutants. Eventually, these pollutants make their way into the ground water supplies. At the opposite end of the spectrum, some soils do not allow wastewater to permeate through quickly enough. When wastewater is generated faster than the soil can absorb it, the excess then is forced to the surface. Ultimately, the pollutants are washed away and become part of a body of surface water. If humans come into contact with improperly treated sewage, diseases such as hepatitis could be contracted.

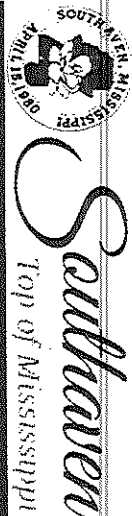
Nearly all areas within the scope of this plan are considered very limited for on-site sewage disposal systems. To overcome this constraint and accommodate development, municipal sewer service should be utilized, or innovative design techniques coupled with significantly larger lots must be

implemented. In other words, the areas which are least likely to receive city sewer service are classified into the lowest density land use categories.

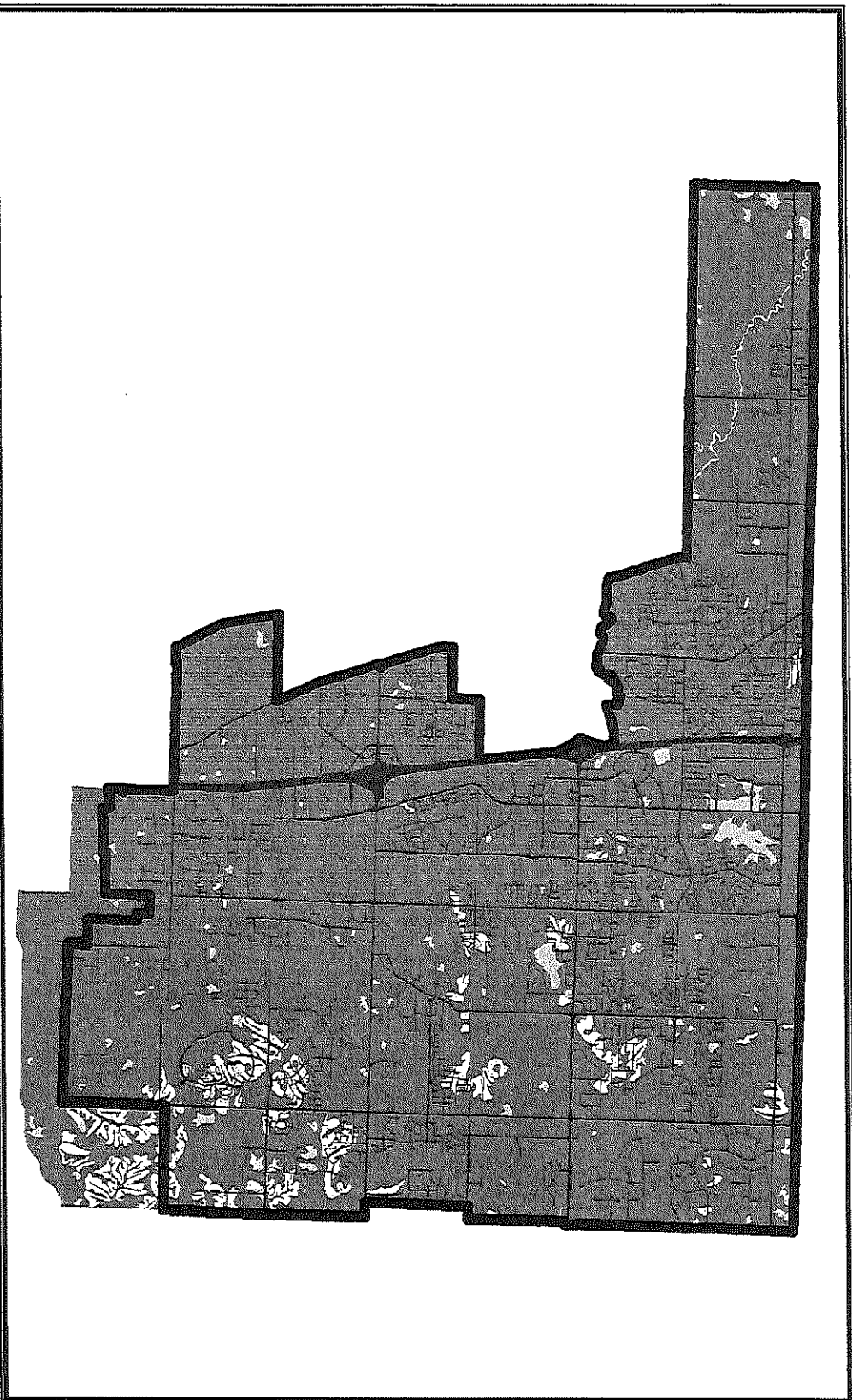
The United States Department of Agriculture (USDA) classifies soils based upon many factors, including their capability to accommodate on site wastewater disposal. For DeSoto County there are three classifications of soils according to the USDA: not rated, somewhat limited, and very limited. These soils types are defined in Table 4.2. The location of the different soil types related to wastewater disposal, as they occur within the city and planning area, is set forth in Map 4.2.

TABLE 4.2 Definition of Soils Type Related to Septic Field Capacity.

Soil Type	Symbol	Definition
Not Rated		No determination has been made regarding the soil's capability to accommodate septic tanks.
Somewhat Limited		Soil properties or site features can be overcome or modified with planning, design or special maintenance.
Very Limited		Soil properties or site features are so unfavorable or so difficult to overcome that special design, significant increases in construction costs, and possibly increased maintenance are required.



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MAP 4.2 Septic Tanks Suitability. The constraints on septic tank usage are as follows: Red is very limited; Blue is somewhat limited; and Green is not rated. Source: USDA Web Soil Survey.



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Flood Hazard Areas

Flood hazard areas are a constraint to urban development due to the increased costs to elevate the building pad, either by fill or by foundation. Flood insurance may also be required, which is another layer of cost to the property owner. The Federal Emergency Management Agency publishes the geographic location of flood hazard areas via the Flood Insurance Rate Maps (FIRM map). The 100-year flood hazard areas as reported by FEMA are included on the future land use map (Map 4.4, Page 50).

Slope is indicated by the United States Department of Agriculture for the various soil types that make up an area. Within the soils study is data indicating slope. A map (Map 4.3) indicating the slope of the territory within Southaven and the planning area follows on the next page.

Noise / Height Limitations

Directly north of Southaven is the Memphis International Airport, with the nearest runway slightly less than two miles from the city limits. Glide paths and clear zones impact the height of structures. In addition to height restrictions, noise impacts development. The most recent noise contour data indicates that the 65 decibel noise contour reaches as far south as Goodman Road. The approximate location of the noise contours that impact Southaven are indicated on the future land use map (Map 4.4, Page 50).

Slope / Gradient Limitations

Areas with excessive slope can become an impediment to development for both financial and environmental reasons. Factors other than slope alone impact development.

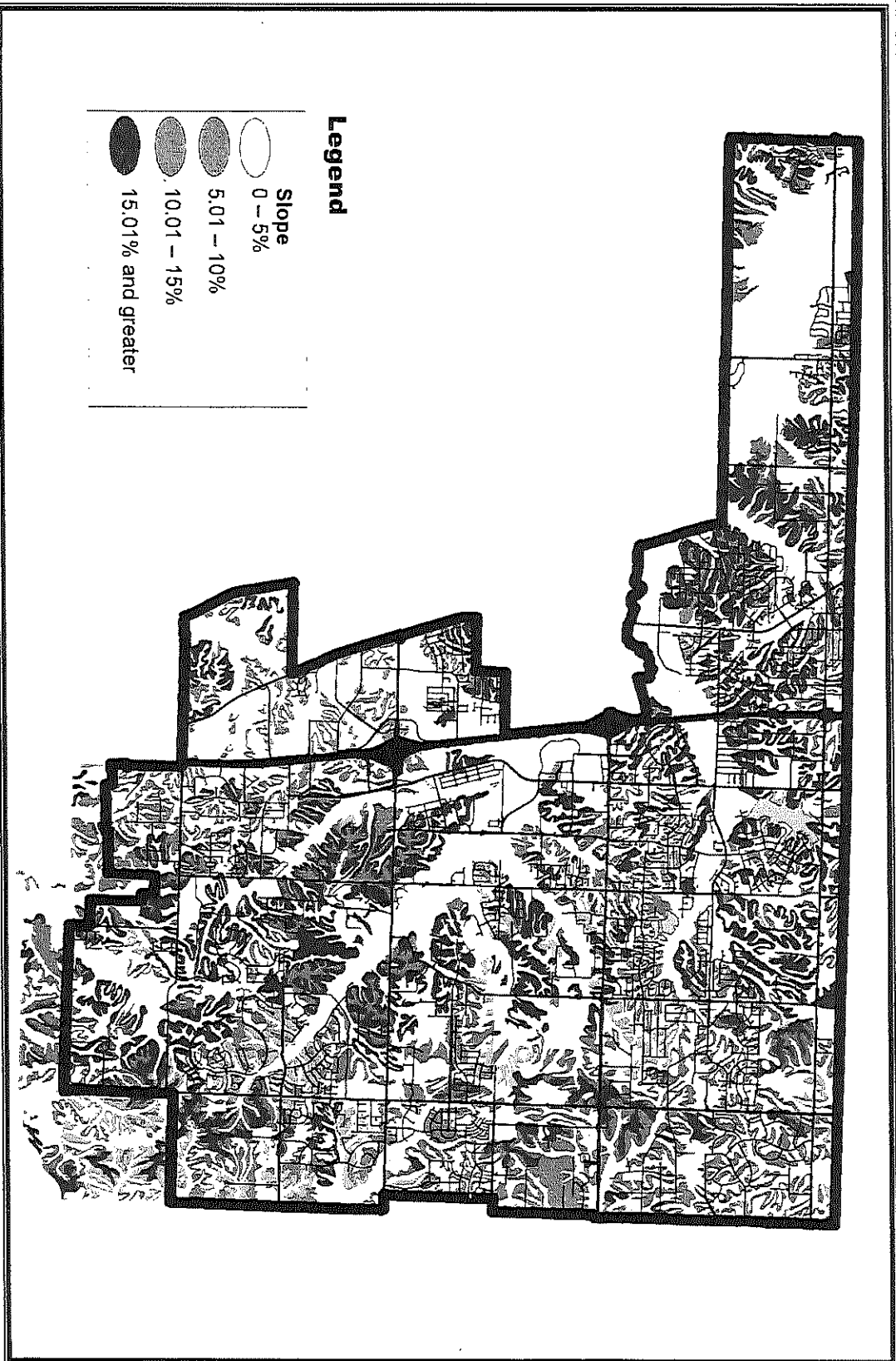
Financially, areas with excessive slope require more earthwork to build streets, building pads, and perhaps increased costs to install sewer collection lines. The degree of earthwork differs depending on the nature of development. Low density residential development would require significantly less earthwork compared to a one million square foot distribution warehouse.

From an environmental standpoint, development of steeply sloping areas can have an adverse impact. First, given the necessity for heavy earthwork the ability to preserve mature tree growth and natural buffers is diminished. Second, erosion problems may result depending on the soil characteristics and ultimate design of the development.



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MAP 4.3 Slope gradient for Southaven. Source: USDA Web Soil Survey.



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Projected Land Use Needs

From the population and dwelling unit forecast, the City of Southaven is calculated to increase in the number of dwelling units by some 11,000 units by the year 2040. At the same time, population could increase by approximately 28,500 persons. Although the city could grow at an even faster rate, these figures are utilized as they represent past trends.

The future land use plan is designed to indicate the general location of anticipated future land uses. Contained within the future land use plan are various categories of land uses described as follows:

Preservation

This land use classification represents properties which are subject to known environmental constraint of designated flood hazard areas. For the purpose of future land use allocation, these areas are considered to be permanently unavailable for development. From a policy standpoint, however, this plan does not encourage or prohibit urbanization of these areas.

Residential Estate

This land use classification is intended to describe those residential areas that developed at relatively low densities (1 acre lots or larger) out of necessity due to the lack of centralized sanitary sewer service. While many areas in the city have residential development on lots of 1 acre or more, residential estate areas are those with an easily noticeable development pattern within an organized subdivision.

Other areas designated as residential estate include areas which have some low density residential development but are located in portions of the city where the market may not yet support higher density development. An example of this includes areas south of Star Landing Road, east of Interstate 55. Expectations of a new interchange at I55 and Star Landing tend to induce a "wait and see" approach to development, meaning developers will wait for the interchange before investing in development.

Because of the need for densification, future development at the residential estate density is expected to be minimal, but the primary land use in those areas that may develop includes site built single family dwellings. Secondary land uses within this district include, but are not limited to, churches, cemeteries, public buildings and service facilities, and passive recreational uses.

The residential estate future land use classification most closely relates to Southaven's current zoning classification "Estate Residential".

Low Density Single Family Residential

This land use category is intended to preserve existing concentrations of low density development and provide for new development at the recommended density range. Low density residential is characterized by lot sizes ranging from approximately one-half acre up to an acre. This category also allows for additional residential development in the form of site built single family detached units at net densities of up to approximately 2 dwelling units per acre but no less than 1 dwelling unit per acre (net density).

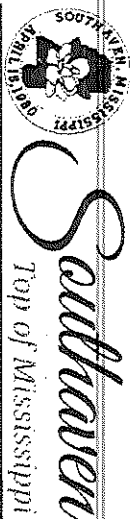
The low density single family residential future land use classification most closely relates to Southaven's current zoning classification R-20 and R-30.

Medium Density Residential

The medium density residential classification is intended to allow single family residential development at net densities of no less than (2) dwellings per acre but not more than five (5) dwellings per acre. Site built single family detached housing units are expected to be the predominate land use in this district.

High Density Single Family Residential

This land use classification is intended to accommodate single family housing at a maximum density of approximately seven (7) dwellings per acre. Because of the concentration of population in high density areas, these areas



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are located more conveniently (smaller travel time and distance) to the everyday needs of the residents of these areas and should have direct access to collector level or higher transportation routes.

The residential development in this classification is expected to be of noticeably higher quality homes and of such character that nearby lower density, higher value home owners would have little or limited basis for objection to this classification of land use. It is the intent of these development requirements to avoid development that casts any impression of inferior housing either by price, quality, uniqueness of architecture, or excessive similarity or lack of neighborhood amenities.

The types of residential land uses appropriate for this classification include single family detached homes, townhomes, and condominiums.

High Density Multifamily Residential

This land use classification is intended to accommodate multifamily housing at a maximum density of twelve (12) dwellings per acre. Because of the concentration of population in high density areas, these areas are located more conveniently (smaller travel time and distance) to the everyday needs of the residents of these areas and should have direct access to collector level or higher transportation routes.

The types of residential land uses appropriate for this classification include duplex units, townhomes, and traditional multifamily apartment buildings. Because of the nature of traditional multifamily apartment buildings, they should be restricted to this land use classification.

Manufactured Housing

The manufactured housing district is created to provide an area to accommodate manufactured or modular type home construction at a maximum net density of eight (8) units per acre. Because of the distinct architectural appearance of the manufactured and modular homes, they do

not blend well with conventionally constructed homes. This use is located in and around areas where manufactured housing currently has a presence.

Neighborhood Commercial

The neighborhood commercial land use category is primarily to serve the needs of those individuals living in close proximity thereto, and would accommodate certain uses to provide convenience retail goods to the nearby residents. Examples include convenience stores, branch banks, coffee shop, deli, or a personal service such as a beauty shop or tanning salon.

Neighborhood commercial areas are primarily situated adjacent to or near residential areas. Therefore, at the time of development review, consideration should be given to the proposed use, scale, site layout, architectural character, and overall appropriateness of the development.

Office and Retail

The office and retail land use category is intended to accommodate development where location and existing development patterns demand high quality development for professional office parks in dense, campus like settings mixed with small scale retail and personal service opportunities. Retail and personal service establishments within this classification enjoy market opportunities created by the needs of those individuals living in close proximity thereto.

Examples of the type of professional office uses appropriate for this district include real estate agents/brokers, attorneys, investment advisors, CPAs, insurance, advisors or consultants, architects, engineers, surveyors, appraisers, and numerous others. Examples of the type of retail and personal services uses appropriate for this district include branch banks, coffee shop, deli, beauty salon or tanning salon, dentist, doctor, therapist and the sort. A vertical mix of uses would be appropriate for this district provided that first floor, or street level uses, are reserved for retail, office, or other appropriate commercial uses within this district.



Areas designated as office and retail are primarily situated adjacent to or near residential areas. Therefore, at the time of development review, consideration should be given to the proposed use, scale, site layout, architectural character, and overall appropriateness of the development.

Planned Mixed-Use Areas

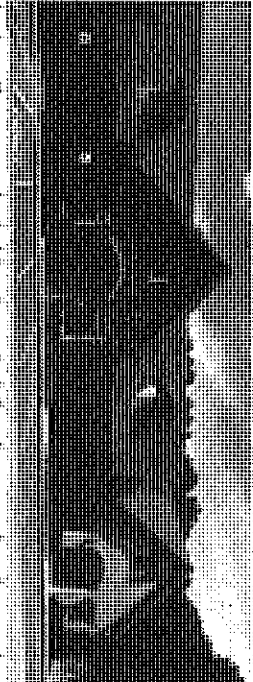
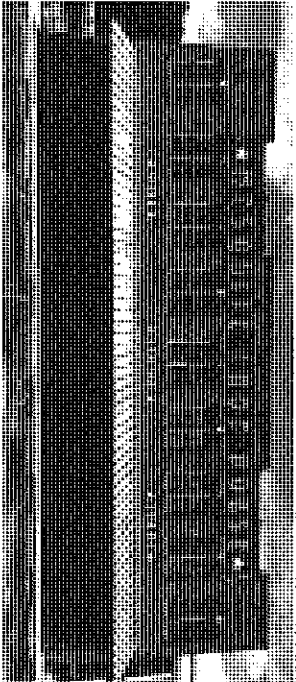
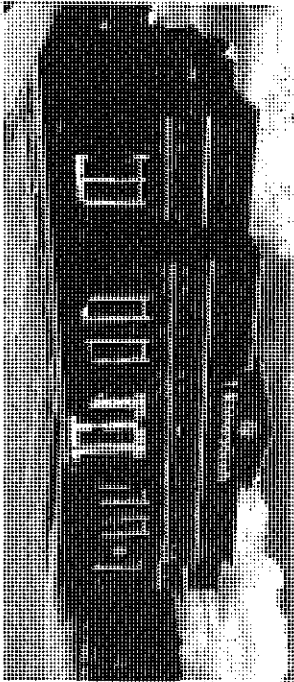
The planned mixed-use areas are anticipated to arise out of developer requests for Planned Unit Development (PUD) zoning. As Southaven reviews such requests, consideration must be given to desirable characteristics for mixed use development, as follows:

- 1) The proposed mixed-use development should be sufficiently spacious to generate enough on-site activity and variety of uses to genuinely have its own, identifiable character if not otherwise part of an overall theme associated with a larger district plan.
- 2) The net development density resulting from mixed-use development should be greater than that ordinarily achieved under single-use zoning classification(s).
- 3) Mixed-use developments should be located within reasonable proximity and access to arterial streets and major collectors as designated on the transportation plan. Such proximity is necessary to ensure that increased traffic generation does not negatively impact surrounding neighborhoods.
- 4) Land uses should be mixed both vertically and horizontally, with nonresidential uses being located on the ground-level floor of vertically mixed buildings.
- 5) Mixed-use developments should bear an appropriate theme and/or architectural style for the vicinity.
- 6) Generally, mixed-use developments should be built to a pedestrian scale and be pedestrian friendly, deemphasize the automobile, have small front setbacks, parking behind the buildings, and unique architectural features.
- 7) The development should be phased to ensure development of nonresidential portions.

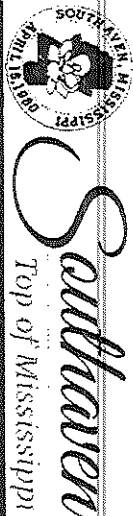
Because PUD zoning is flexible and allows the developer to request specific development guidelines, this land use classification purposefully contains no

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residential density limitations, but as a general rule developments should not generate residential densities of such significance as to strain public resources or produce development which is out of character with the surroundings.



that are being used to illustrate characteristics for new development within this area, there are also undesirable characteristics. Through the review process, Southaven should avoid the following characteristics for new development:



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- 1) Land uses that tend to signal economic distress or poverty, such as payday loans, cash for title, check advance, pawn shops, rent to own, and similar establishments.
- 2) Buildings, including residential structures, that are excessively similar or dissimilar such that if constructed they would interrupt or prohibit the accomplishment of a genuine, identifiable and pleasing character of development. This is not to prevent the establishment of a particular development theme.
- 3) Big box retail developments. This style of development requires such expansive parking areas and is so bulky that it does not lend itself to pedestrian friendly design characteristics.
- 4) Concentrations of residential rental property. Concentrations of residential rental property typically occur in the form of traditional apartment complexes¹⁴. Such developments should be avoided due to the long-term difficulties of property maintenance and upkeep and absentee ownership.
- 5) An absence of functional and inviting civic spaces. Civic spaces provide areas for social interaction at various levels. Simply making "space" is not enough. Effective "space" must be well designed, attractive, functional, and most importantly there must intentional activities to draw people into the civic space and create a positive public perception.

Medical Uses

The medical uses land use classification is intended to encourage the further development of health care, medical service and related uses near each other for the convenience of those seeking such services. This classification is anchored by the presence of Baptist Memorial Hospital-DeSoto and the many existing medically related land uses in the area.

Service Commercial

This land use classification is intended to accommodate a variety of commercial uses bearing characteristics distinctly different from traditional retail commercial enterprises. As the name suggests, service commercial uses are related to the provision of a service, but not to the exclusion of some retail activity.

Characteristics of the land uses appropriate for this classification include outdoor storage of vehicles, equipment or goods, as opposed to outdoor display of products for sale. Examples of the types of uses appropriate for this district include, but are not limited to, contractor's offices, upholstery shop, automotive/RV/ATV accessories and customization, hardware, building supply, machine shop, body shop, equipment/tool rental, appliance repair, tire shop, oil change/quick lube, and others.

Southaven should employ rigorous review standards for these uses to ensure high quality development and compatibility with surrounding uses. The operating nature of potential uses could become a nuisance, and outdoor storage can be an eyesore if not properly screened.

Commercial / Retail

This land use category is designed to accommodate commercial uses conducted either indoors or outdoors and located in areas where business

¹⁴ For examples of "traditional apartment complexes", see Church Lake Apartments and Oak Hollow Apartments along Church Road.



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proprietors require high visibility or are dependent upon traffic volume as a portion of its market base. Large scale buildings are expected within this area consistent with the development of shopping centers and "big box" retailers. Outdoor uses within this area should not include nuisance uses such as recycling centers and salvage yards. Because this area is expected to be primarily retail, a positive visual appearance should be maintained.

Metro / Retail

This land use category is intended to accommodate retail and commercial development of a distinct character and to fulfill Goal 16 as contained in the Goals and Objectives portion of this plan. Southaven desires to establish a district which provides metropolitan, rather than suburban, development characteristics.

Development within this classification is expected to be more intense in that buildings are expected to be taller, higher floor area ratios are permitted, smaller setbacks will place emphasis on the structure, and shared parking where appropriate will allow more efficient use of land.

Within the metro/retail classification is the Tanger Outlets mall and the Landers Center, both of which draw upon the regional market. Together, these uses provide high end shopping and national entertainment venues. It is the intent of this district to build upon these existing successes by further developing high end, upscale, nationally recognized retailers to further the area as a destination point. It is also the intent of this classification to provide suitable accessory and support uses for destination areas, such as hotels, restaurants, and other entertainment opportunities.

In order to achieve the desired development pattern and quality, Southaven must closely review development proposals to ensure compliance with this plan. Development must be architecturally superior, possess national prominence and have regional market appeal.

Industrial

The industrial land use classification is designed to provide for areas suitable for industrial activities that are conducted primarily indoors, except for those uses which, out of necessity, must occur outdoors. Such activity will include manufacturing, storage or assembly of goods or products or heavy repair. Industrial uses should not create excessive amounts of noise, odor, light or other nuisances beyond the limits of its property line.

Industrial Warehousing and Technology

The industrial warehousing and technology land use classification is designed to provide for areas suitable for activities that are considered industrial due to the scale or mass of the structures, the nature of the activities conducted upon the property, and type or volume of transport traffic associated with these uses. These land uses are conducted primarily indoors and most notably are made up of the significant number of storage and distribution warehouses that have developed in the city over the last two decades. The existing land uses in this classification are most notably recognized by their immense building footprint, with some of the existing structures approaching one million square feet in size.

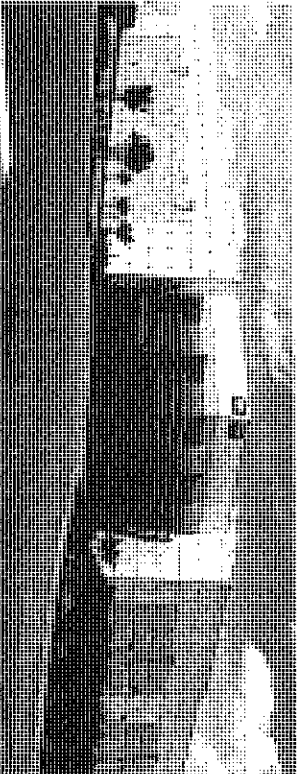
In addition to the existing warehousing and distribution uses, this classification could appropriately accommodate industrial sectors which include intensive technology, research and development, medical products, pharmaceuticals, electronics, communications, and similar sectors.

Future development in this land use classification should be in the form of a campus like setting and should have direct access to collector level or higher transportation routes.



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A new building designed to be a non-exhaustive indicator of areas where transition measures will be needed to mitigate the incompatibility of commercial and residential land uses. Transition measures may include buffers, land use intensity, design elements or a combination of these efforts.

Public Use

This classification is intended to reflect the location of existing public facilities that are of such prominence that each such use is expected to remain over the life of this plan. Such uses include, but are not limited to, schools, public parks and government buildings or facilities. The future land use plan does not designate each and every public use whereas many such uses occur as an incidental development to other uses, such as a small park within a new residential area. Therefore, this land use designation is not intended to become a separate zoning classification.

Transition Areas

Transitions are needed in those locations where land use conflicts arise, and such conflicts are most likely to arise where dissimilar land uses are adjacent or near to each other. For Southaven, these conflicts are most likely to occur where commercialization meets residential areas.

This land use classification is intended to be a non-exhaustive indicator of areas where transition measures will be needed to mitigate the incompatibility of commercial and residential land uses. Transition measures may include buffers, land use intensity, design elements or a combination of these efforts.

Transition by buffer – Buffering involves the separation of incompatible uses by both geographical and visual means. Geographical separation is achieved by imposing a specific distance to separate one use from another. Visual separation involves heavy landscaping, fencing, an earthen berm, or a combination of these elements. The width and nature of the buffer, landscaping or other materials should be determined at the time of the commercialization and should be suitable to provide a meaningful separation or sense of separation between commercializing and residential areas.

Transition by land use intensity – Transitioning by land use intensity involves the use of various land uses to serve as a separator between the most and least intense use involved in a land use conflict. For example, low-density single-family homes are not appropriate when located immediately adjacent to a shopping center. To create a suitable transition, less intense uses could be placed next to the shopping center so that single family homes have a more appropriate neighboring use. As development, proposals arise, Southaven will have to review each on a case by case basis to determine if this method of transition is appropriate.

Transition by design elements – Transitioning, to some degree, may be accomplished through design features to create separation or at least the sense of separation. Design considerations include, but are not limited to, the following:

- Utilize required open spaces, such as storm water detention basins, to create separation. Developing joint open spaces can further needed separation to mitigate incompatibility, and become a development amenity.
- Arrange site features so that less intrusive elements are toward the less intense land use. For instance, for a multi-story office building, the parking area would be less intrusive for neighboring homes than the building itself. One of the likely residents' concerns would be the loss of backyard privacy when viewed from upper story windows. Placing the parking area between homes and the building could alleviate this concern.



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- Design the access and internal circulation of adjacent residential uses so that homes seem as distant as possible from the offending use. This technique should also incorporate landscape buffers.
- Where the opportunity presents itself, vertical separation may aid in lessening land use incompatibility.

Future Land Use Overlay Areas

The City of Southaven has previously created three distinct districts to aid in the development and redevelopment of targeted areas of the city. One of the three districts, the Cotton District (or Metro District) is included as part of the Metro/Retail land use classification. The remaining two districts follow.

Snowden District

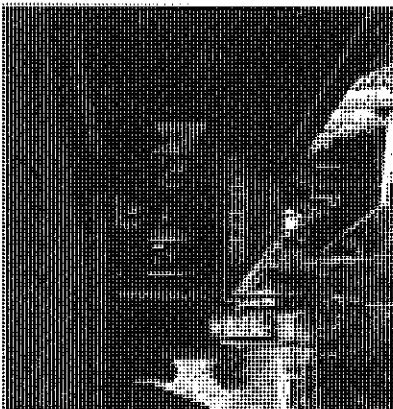
In addition to the land use considerations contained in other portions of this plan, the Snowden District is designated in order to encourage a local and small business presence including, but not limited to, specialty boutiques and eateries that create a sense of place for the surrounding residential areas. Additionally, this district should focus on creating an experience for those interacting within this district, rather than simply being a place to shop, work, eat, recreate, and enjoy other offerings.

Further this district is also intended to encourage land uses of such type and character as to support lifestyle activities for the thousands visiting Snowden Grove Park and the BankPlus Amphitheater.

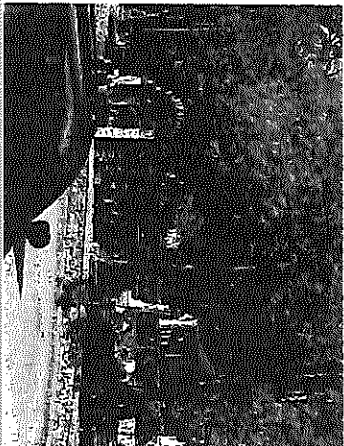
Within this district, the following design criteria is desirable:

- Development in this district should further the effort to create a sense of place. To that end, Southaven should impose architectural requirements to achieve a common theme regarding all aspects of development (architectural features, landscaping, lighting, building mass and articulation, etc.).
- Pedestrian scale development is preferred, and traditional "big box" stores and large franchise venues are discouraged. Smaller

- building footprints are appropriate for this purpose and aid in this district being a "walkable" area.
- Mixed, or multi-use buildings are encouraged within this area.
- Expansive parking areas are discouraged. Alternative modes of transportation and shared parking, where appropriate, are desirable.
- Substantive amenities should be included in the development of this area in order to add to the uniqueness and sense of place and aid in creating an experience. Such amenities may be provided either privately through development or by public investment.



This walk up eatery in Eureka Springs, AR is dwarfed by the adjacent building. Although out of scale, its pedestrian level scale is inviting and the colors and design of the building creates interest.

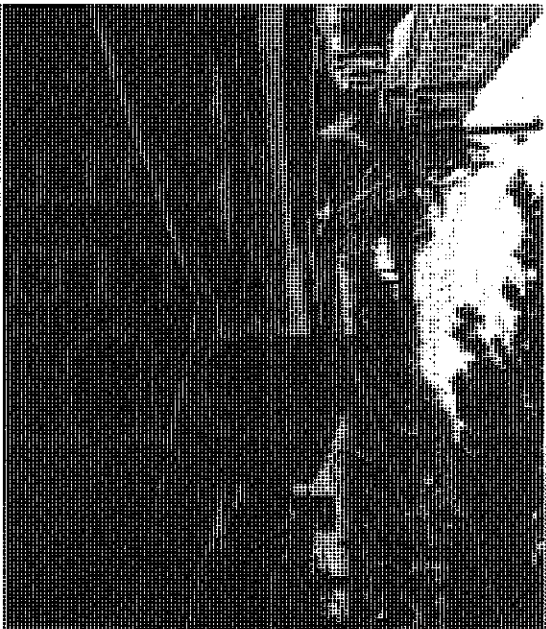


Left: A public park anchors one end of a downtown area.



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Below: Multiple amenities within 150 feet of each other create interest in this downtown area.



Amphitheater
Splash pad
Public art including a piano
Shaded seating
Xylophone in a play area.

West End District

In addition to the land use considerations contained in other portions of this plan, the West End District is designated in order to encourage redevelopment and reinvestment. This area contains some of the oldest development within Southaven. What once was a primary shopping area for Southaven has given way to car lots, pawn shops and other service commercial establishments.

Within this district are a significant number of governmental offices and the commercial base is largely characterized by small, local establishments. A review of the land uses in the area indicates that a proliferation of used car lots exist along Highway 51. Likewise, there is an abundance of automotive service and repair businesses. These uses combined with pawn shops and title loan uses and aging buildings project a negative image of this district. This portion of Southaven is in need of redevelopment and renewal.

To further successful renewal, the following should be considered when approving new development or renovations:

- Newly constructed or renovated buildings should contain architectural features which improve upon the curb appeal of this district.
- For redeveloped properties, site conditions should be improved as needed to cast a positive impression and eliminate blighting influences. For example, curbing, sidewalks, parking and drive areas should be repaved/replaced if in poor condition. Painted surfaces should appear fresh, rather than faded, peeling or otherwise unsightly. Existing landscaping should be maintained healthy or replaced.
- Southaven should impose limits on certain types of development within this area that fail to cast a sense of prosperity. Such uses include, but are not limited to, used car lots, pawn shops, discount retail goods, auto repair and supply shops, payday loan services, title loan services, tobacco or vape shops, massage parlors, and similar. Businesses selling products or offering services that are not presently available within this area and designed to attract customers from other portions of the city, may expand market opportunities within this area.
- Southaven should continue to offer incentives to encourage development and redevelopment.
- Southaven should evaluate the existing condition of property and potentially employ enhanced code enforcement efforts to address undesirable conditions.



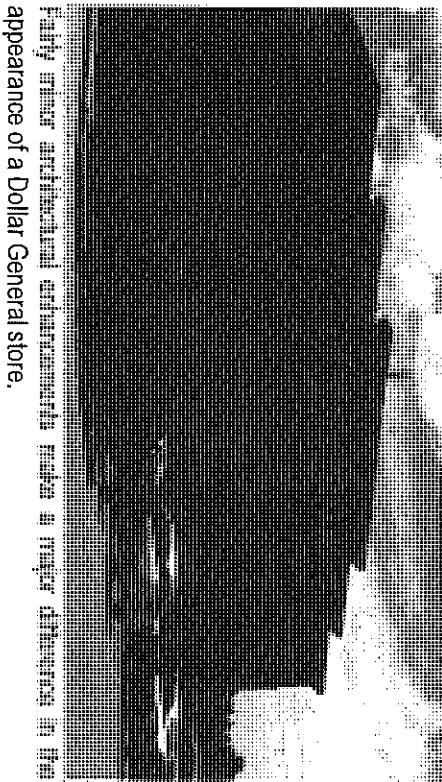
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- Develop an incubator plan to grow new, unique small businesses in the area (pop-up businesses). Consider allowing businesses to open temporarily in existing spaces in an effort to test the market and level of success. If such businesses prove successful, then the city may require its full complement of approvals and site improvements to bring about conformance with city ordinances. This concept avoids the high front-end costs for business startups and will perhaps encourage new business ventures.

An incubator program may also provide a greater chance for those with limited funding capacity to start a new business. It may be difficult for a young person with limited credit or job experience, to secure the capital necessary to start up a new business and comply with all local regulatory guidelines.

in designating future land uses. Other considerations impacting the future land use plan include the need for densification, the need for revitalization, and the desire to create destination areas.

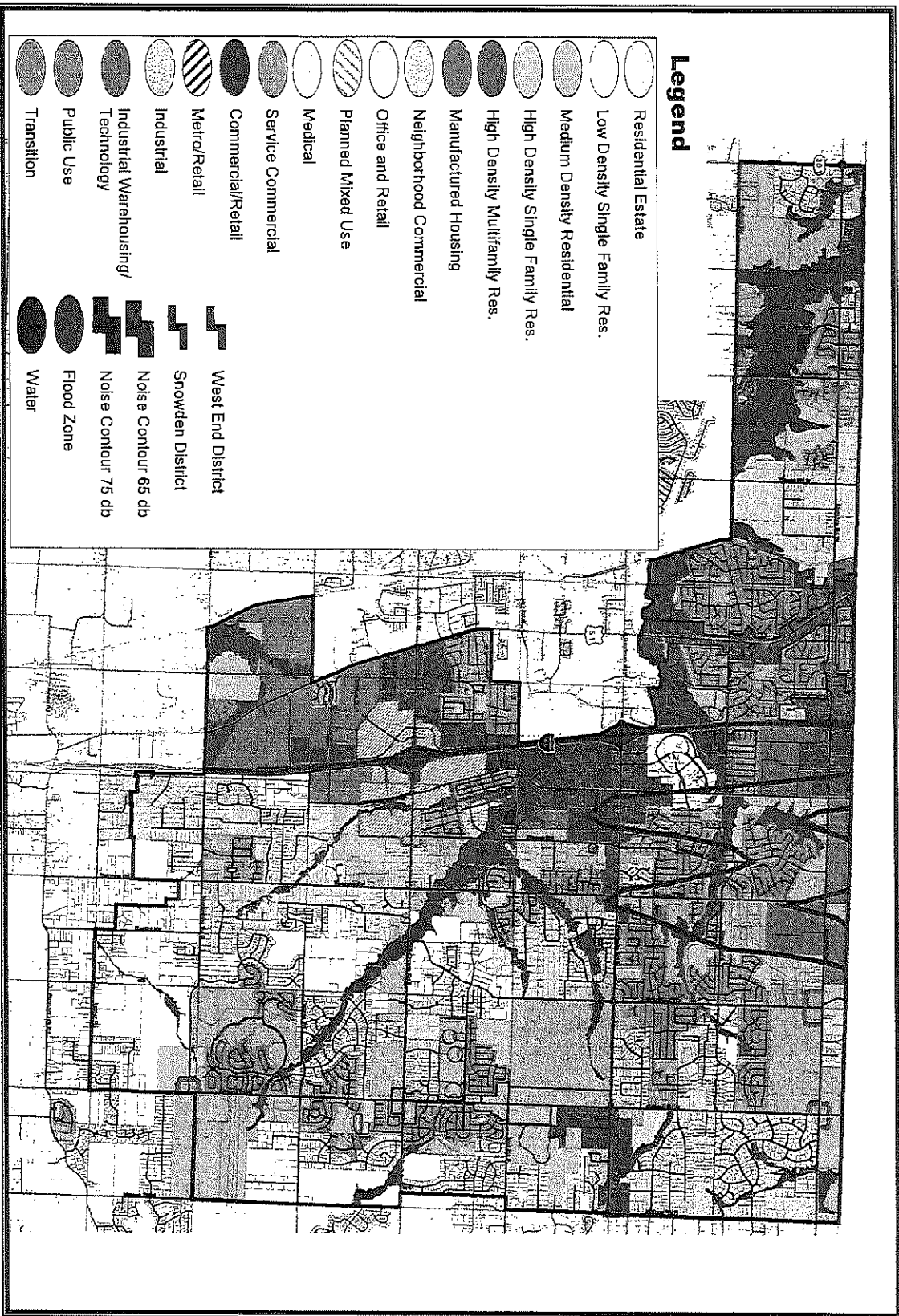
Map 4.4 (following page) sets out in general form the spatial arrangement of future land uses for Southaven and the planning area.



Future architectural development reflects a major difference in the appearance of a Dollar General store.

Future Land Use Plan Map

The future land use plan designates the type and extent of development desired for the city and planning area. Because Southaven has reached a high level of buildout, existing development patterns play a significant factor



MAP 4.4 Future Land Use Map. Data compiled by Bridge & Watson, Inc.



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Future Land Needs

Over the horizon of this plan, Southaven is expected to grow by an additional 11,000 housing units, more or less. Along with the residential growth will be a commensurate amount of nonresidential development (commercial, industrial, medical, public, etc.). Southaven's past development pattern and quantity is instructive in projecting future land needs.

Residential uses consume the largest amount of developed land within the city, utilizing a total of 9,123 acres. Single family living units (which includes manufactured housing) number 17,789 units occupying 8,710 acres. Breaking these numbers down further reveals that only 11% of these single family units utilize 53% of the acreage. The reason for such inefficiency lies in the timing of development.

Within the city, there are 1,882 single family homes which occupy a lot of 1 acre or more, collectively consuming 4,620 acres. The overwhelming majority of these homes were developed prior to the availability of central sewer¹⁵ and thus required larger lots for on-site septic systems. Because centralized sewer is widely available throughout the city, large lots are not required.

Southaven contains 21,891 dwelling units (all units) occupying 9,123 acres of land. On average, each living unit requires 0.42 acres of land, not including space for street rights-of-way. Other statistics related to existing land uses include:

- For each dwelling unit, commercial development consumes 0.05 acres.
- For each dwelling unit, industrial development consumes 0.06 acres.

- For all nonresidential uses (excluding rights-of-way), 0.24 acres of land is consumed for each dwelling unit.

Applying all these statistics to the housing projection, Southaven will need:

- An additional 4,620 acres to accommodate new housing.
- An additional 550 acres to accommodate new commercial development.
- An additional 660 acres to accommodate new industrial development.
- An additional 1,430 acres to accommodate other supportive land uses, not including street and utility rights-of-way.

In total, an estimated 7,260 acres of land will be needed to accommodate the projected growth of 11,000 new dwelling units in the city. Comparing this figure to the city's land supply, there is not enough land to accommodate expected future development. In fact, there will be a substantial shortage of land supply within the city and as a result, the growth potential will not be realized.

Southaven needs additional land to accommodate development and at a minimum should annex the planning area. Although annexation of the planning area provides a relatively small amount of unconstrained land for development, it does not solve the larger issues of an overall lack of land supply in Southaven. Few options exist to address this concern.

For Southaven, significant geographic impediments to future annexations exist. With Olive Branch to the east, Hernando to the south, Horn Lake to the west, and Tennessee to the north, there are extraordinarily few opportunities for future annexations.

¹⁵ Summerwood and Whitten Place neighborhoods are prime examples, as they developed without central sewer prior to annexation.



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Community Facilities

Since incorporation in the 1980's, Southaven has matured into a city which provides an expanding and high level of community services and facilities. As population continues to increase, and as ancillary land uses are developed, there will be increased demands for community facilities and services. This portion of the Comprehensive Plan identifies existing facilities and services in terms of current conditions and seeks to quantify future needs based on expected population growth.

A critically important point is the relationship between community facilities and services and quality of life. It is important for the city to maintain high levels of services and high-quality facilities in an effort to maintain a continuing high quality of life for city residents.

GENERAL GOVERNMENT SERVICES

General government operations refer to the functions that typically are provided or managed from city hall. This includes a variety of city offices and services: offices of the mayor and board of aldermen, city clerk, utility billing, accounting, legal, engineering, and similar. City hall also serves as the meeting place for the board of aldermen as well as municipal court, planning commission, and other public meetings.

The anticipated growth in population and physical development will have an indirect impact on long term general government needs. As the city's various service departments grow in terms of employees and/or services, likely administrative personnel within city hall may need to increase in number. The greatest long term need in this regard will be the adequacy of space within city hall, together with increasing maintenance requirements of an aging building.

City hall is located in the former Northwest Community College facility at 8710 Northwest Drive. The city acquired the property around 1997 after the college moved to its new campus off Church Road. Although this four story facility is

spacious, there are multiple departments and agencies within city hall: Mayor's Office, City Clerk, Finance Department, Human Resources, IT, Planning and Development, Building and Inspections, Fire Department Administration, and Utilities. The Southaven Chamber of Commerce maintains an office in city hall, and the FBI leases space for field offices. As time progresses, Southaven must evaluate its space needs and the functionality of city hall.

PUBLIC SAFETY - FIRE DEPARTMENT

The City of Southaven operates a full time, paid professional fire department which currently staffs 130 personnel, including 10 administrative staff members and 40 personnel per shift. Shift personnel work 24 hour shifts on an A-B-C work schedule. The Southaven Fire Department (SFD) is housed in four (4) fire stations located throughout the city.

The department's administrative staff consists of a Fire Marshal, 2 Fire Inspectors, a Fire Life Safety and Public Information Officer, a Training Officer, an EMS Coordinator, an Administrative Staff Officer, an Administrative Assistant, a Deputy Chief, and a Chief. The Fire Department has a class 3 rating as rated by the Mississippi State Rating Bureau (MSRB). The department is currently utilizing the 2012 International Fire Code, which was adopted in 2014.

Southaven's fire department offers the services of fire suppression, investigation, plan review, education, hazmat, EMS, rescue/auto extraction, and heavy rescue. Southaven is party to mutual aid agreements with surrounding fire departments.

Southaven's class 3 fire rating is significant. Such ratings are assigned by the Mississippi State Rating Bureau following a comprehensive review of all aspects of the fire protection program. Southaven's Class 3 fire rating is among the best in the state. The fire rating of a community is significant because it impacts the rates homeowners and some businesses pay for fire insurance, and it is an indicator of the level of service. High value business



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and industry look favorably upon well equipped, staffed and capable fire departments.

The Southaven Fire Department is currently working on plans to further enhance its fire rating by constructing an additional fire station. A new station (Station 5) will be located on Star Landing Road in the Southeast portion of the city. Construction is expected to be complete by 2020.

The city's fire station locations bear a relationship to the city's fire rating due to run distance. From a scoring standpoint, the Mississippi State Rating Bureau requires stations to be within 1½ miles of developed commercial areas, 2.0 miles of densely developed residential areas and four miles of

scattered residential development. Development more than five miles from a fire station does not enjoy the benefit of the city's fire grading.

The map below indicates Southaven's fire station locations, including proposed station 5 and buffer rings to indicate run distances. Although run distances are measured in road miles, the buffer rings provide a reasonable indication of station coverage.

Aside from the high level of fire protection offered by Southaven, each fire station houses an ambulance. Further, each piece of fire apparatus carries a paramedic and is equipped with all necessary supplies with the exception of narcotics.

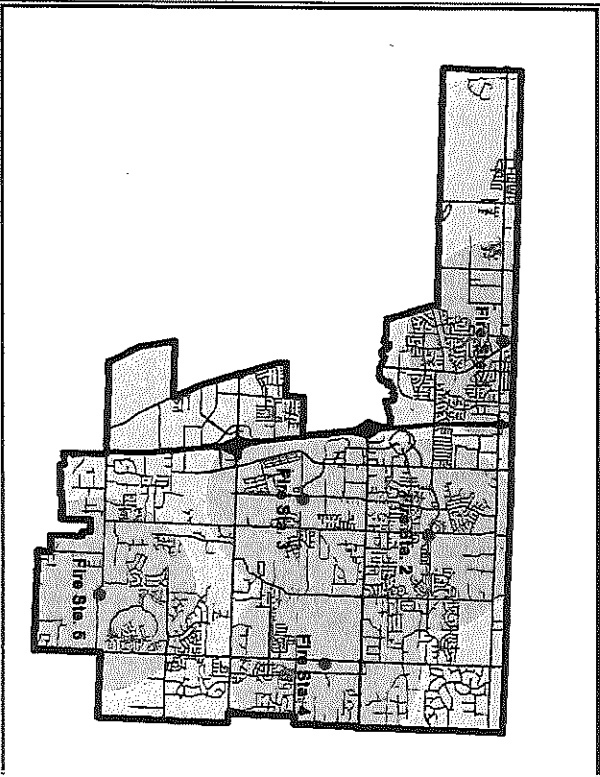
Long Term Fire Department Needs

The completion of fire station 5 will significantly improve the fire protection coverage for the south end of the city. Because the construction of this station was promised during a previous annexation, it is important that Southaven fulfill its promise.

An ongoing need the city faces is that of replacing aging fire equipment. As part of the fire rating system, fire trucks (pumpers and ladders) have a limited lifespan. Depending on the type of truck, the lifespan could be twenty to twenty-five years, with the possibility of extending the ratable life through certain testing and certification. Ultimately, if a piece of fire equipment ages out, the MSRB will not count it as a reliable piece of equipment and thus could negatively impact the fire rating.

To avoid unplanned capital expenditures, Southaven should maintain a schedule of the ratable life of the various fire trucks and plan for replacement as needed.

Additional needs within the fire department relate not to firefighting, but instead fire prevention. Southaven offers fire inspections and enforces the International Fire Code along with other building and life safety codes. Building and related codes are periodically updated. As part of the fire rating



MAP 5.1 Fire Station Coverage Areas. The pink shading indicates those areas lying within 1.5 miles (radially) of a fire station. The blue shading indicates those areas lying within 4 miles (radially) of a fire station. Southaven has not only adequate fire coverage, but also overlapping coverage in many areas. Data compiled by Bridge & Watson, Inc.



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review, the MSRB requires that modern codes be utilized and that cities not fall more than two code revisions behind. Southaven should be mindful of this requirement and adopt and enforce up-to-date codes as publication cycles occur. Further, as the city continues to develop, additional code enforcement/inspection personnel may be required.

PUBLIC SAFETY - POLICE DEPARTMENT

The City of Southaven Police Department provides police services throughout the city, and because of effective policing the city has a low crime rate. The police department provides a variety of services including 24 hour patrol and traffic control, DUI enforcement, investigations, K-9 capabilities, public relations, narcotics, and even bicycle patrol.

The Southaven Police Department is located on Northwest Drive near City Hall. The city also has a substation (east precinct) in conjunction with a city fire station on Getwell Road. The city recently open an additional substation (west precinct) on Highway 51. For the purposes of patrol, Southaven is divided into 6 beats.

Southaven's police force has grown significantly, a fact that should not be surprising given the city's population and territorial growth over time. In 2005, Southaven operated with 82 sworn police officers. Today, that number has grown to 123 and is expected to soon grow to 130.

The United States Department of Justice provides a statistical measure for police coverage via the computation of law enforcement officers per 1,000 persons. See *Crime in the United States, 2017* published by the United States Department of Justice, Federal Bureau of Investigation. For 2017, cities similar in size to Southaven and lying within the east south central portions of the U.S. have on average 2.1 full time law enforcement officers per 1,000 inhabitants. Based upon Southaven's 2018 population estimate of 54,944, current sworn officers within the Police Department equates to 2.24 officers per 1,000 persons.

Long Term Police Service Needs

The Southaven police department should continually strive to increase its capabilities to provide law enforcement services and to fight crime in the community. Southaven's adjacency to Memphis, Tennessee has and will continue to require enhanced police services. For the foreseeable future, Southaven should consider the following needs in order to maintain a high level of police services:

1. Technology. Law enforcement techniques are becoming more sophisticated and are increasing the effectiveness of law enforcement. Although often expensive, Southaven should continually acquire and utilize technological advances in policing.
2. Personnel. As urban growth continues, the police force likewise must grow accordingly. Between 2020 and 2040, Southaven's population could increase by an estimated 28,500 persons. At the ratio of 2.24 officers per 1,000 persons, Southaven could need an additional 64 officers. However, the need for additional police staffing is not best determined by a simple ratio. Rather, other factors are more probative such as change in crime rate, the nature and location of crimes, call volume, and the effectiveness of policing methods. Southaven must continually monitor law enforcement effectiveness and respond accordingly to maintain a safe community.
3. Facilities. As the police force grows, the need for space increases. Both the East Precinct and the Police headquarters are in need of expansion, and with the likely addition of officers as time progresses, space will become increasingly limited. Southaven should begin the process of planning for expansions to its police facilities.
4. Equipment. A logical component of effective police protection is that of adequate, necessary and dependable equipment. A periodic replacement program should be utilized to ensure officers have the resources to maintain an effective policing program.

Ultimately, it is imperative that Southaven maintain itself as a safe community and it is particularly important that the city avoid any perception of high crime.



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Such perception can be detrimental as it tends to encourage people to seek homes, goods and services elsewhere.

PARKS AND RECREATIONAL FACILITIES

Southaven operates 30 parks and recreational facilities of all types. In years past, the city's park facilities were dominated by numerous small neighborhood parks largely resulting from the subdivision development process. During development, land would be set aside for park purposes and ultimately dedicated to the city for maintenance. As society and recreational preferences have changed, the neighborhood park has become less popular.

In the last 25 years, Southaven's parks and recreational program has changed dramatically. Snowden Grove, the centerpiece of the parks and recreational program, was developed in the late 1990's at a cost of approximately 18 million dollars. Snowden Grove has enabled Southaven to host numerous baseball tournaments including youth world series events.

Not only has the city's parks and recreational program expanded, it has also diversified. Southaven currently offers tennis facilities, a volleyball arena, a skate park, an amphitheater which hosts nationally recognized recording artists, and a Field of Dreams to afford the opportunity to play baseball to those that are disabled and developmentally challenged.

The location and complete listing of the current recreational facilities operated by the City of Southaven are indicated on the following map and summarized in the following list. The numerical designation associated with each park corresponds to the map:

- 1 **Southaven Soccer Complex** - 4700 Stalene Road

- 8 soccer fields.

2 **Farmers Market** - 1998 Stalene Road

- area for farmers to sell their goods
- 3 **Vicksburg Park** - 1235 Vicksburg Drive

- playground

4 **Greenbrook Lake Park** - 295 Stalene Road

- pavilion
 - picnic area
 - picnic tables
 - playground
 - restrooms
 - walking trail

5 **Southaven Golf Center** - 8925 Swinnea Road

- 9 hole, par 3 golf course

6 **Chaparral Park** - 8355 Chaparral Lane

- Open space
 - playground

7 **Saucier Park** - 8710 Northwest Drive

- exercise equipment
 - lake
 - walking trail

8 **Carriage Hills Estates Park** - 8770 Carriage Drive

- natural park setting
 - open space

9 **Caprock Cove Park** - 8225 Caprock Cove

- ball field
 - open space

10 **Cherry Valley Park** - 7505 Cherry Valley

- football complex/fields
 - playground
 - walking trail
- 55



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11 Dickson Park (Brookhaven Park) - 2719 Brookhaven Drive

- pavilion
- playground
- walking trail

12 Southaven Skate Park - 1320 Rasco Road

- skate/in-line hockey area

13 Arena at Southaven - 7360 Highway 51

- volleyball arena

14 Phillip Leach Rotary Park - 365 Rasco Road

- playground
- soccer fields

15 Millford Park - 7900 Millford Drive

- natural park setting

16 Greenbrook Softball Complex - 800 Stowewood Drive

- indoor softball training facility
- 8 softball fields
- open space

17 Central Park - 7505 Stonegate Boulevard

- backstops
- disc golf
- exercise equipment
- lake
- natural park setting
- open space
- picnic area
- picnic tables
- playground
- walking trail

18 Pecan Grove Park - 7205 Pecan Hill Drive

- picnic area
- playground
- walking trail

19 Trinity Pointe Park - 7450 Stonegate Boulevard

- lake
- playground
- walking trail

20 White Ash Park - 7490 White Ash Drive

- open space
- picnic area
- playground

21 Life Park - 140 Guthrie Road

- backstops
- walking trail

22 Southern Pines Park - 6655 Blue Spruce Drive

- lake
- open space
- playground

23 Swineea Park - Swineea Road

- natural park setting
- playground

24 Elmore Park - 5915 Elmore road

- natural park setting

25 DeSoto Woods Park - 750 Brookside Drive

- basketball court



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26 Ross Point Park - 735 Steward Lane

- open space
- playground
- walking trail

27 Trinity Lake Park - Lakemont Drive

- lake

28 Plum Point Park - 5135 Fear Drive

- picnic tables
- playground

29 Snowden Grove - 3376 Nail Road

- BankPlus Amphitheater
- baseball complex (17 baseball fields)
- Field of Dreams Baseball Field:
 - ball field
 - lake
 - natural park setting
 - open space
 - rubberized playing surface
- rental building
- Snowden House
- Springfest site

30 Southaven Tennis Complex - 3750 Freeman Lane

- tennis courts

The corresponding map (Map 5.2) of park and recreational facilities appears on the following page.

Long Term Park and Recreational Needs

The City of Southaven is continually upgrading its parks and recreational facilities. Presently, the city is building a 450,000 square foot playground

facility for the disabled and eight additional soccer fields are under construction.

Missing from the city's wide array of park and recreational facilities are a splash park, a dog park and additional space for senior citizen activities. Southaven should include these facilities in its capital improvements planning and work toward adding these amenities.

Additional park and recreation needs will relate to population growth and the ebb and flow of desired recreational programs. As population continues to increase not only in Southaven but also in the surrounding areas, the demand for ball field space and program participants will increase. Southaven will need expand facilities to accommodate needs.

In addition to park and recreational facilities, Southaven should consider expanding its cultural amenities. As the population grows it will diversity and with diversity will come interests new to the community. Some in the community have expressed a desire for a performing arts center, which would open the doors for numerous cultural opportunities.

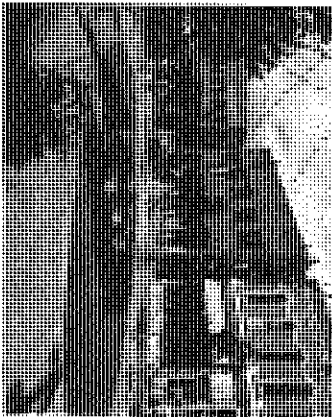
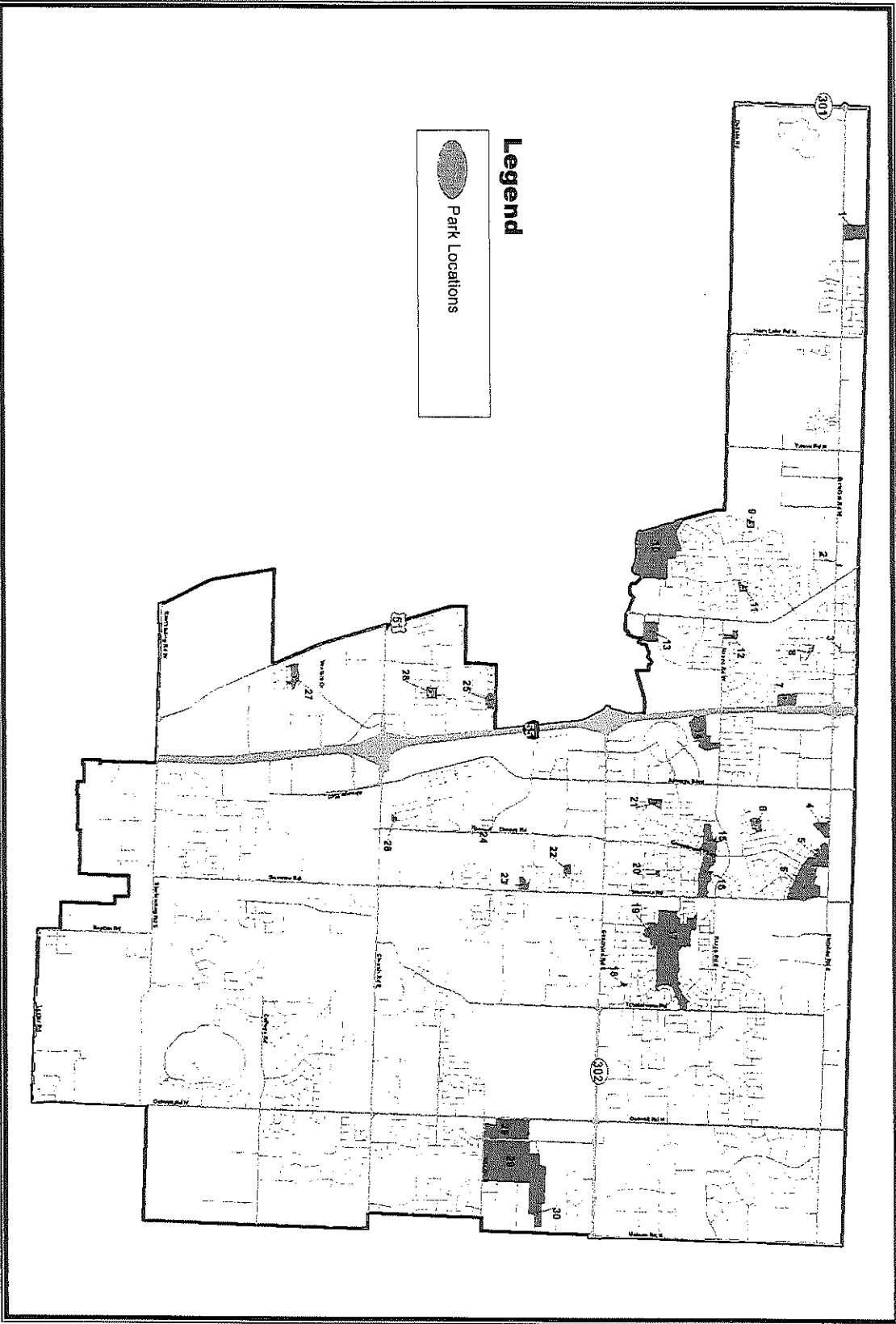


FIGURE 5.1 A splash park in Fort Collins, Colorado. Located in the historic downtown district, this serves as an amenity to further attract people into this commercial area. The water is noise activated. Note the yellow piano in the background as an added element of interest. This photograph was taken on a Sunday morning, thus the absence of pedestrian activity.



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MAP 5.2 Park and Recreational Facility Locations. Data compiled by: Bridge & Watson, Inc.



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PUBLIC WORKS DEPARTMENT

The public works department is responsible for providing a variety of services including street and drainage maintenance, mowing and beautification, sanitation (garbage, trash and recycling), and animal control. These tasks are carried out with a variety of personnel and heavy equipment necessary to maintain the city's infrastructure. The public works department focuses on maintenance issues and services, while consulting engineers and contractors are utilized to carryout large construction projects.

The public works department maintains approximately 321 miles of local streets. Street maintenance includes duties such as paving and patching of streets, removing limbs from streets and rights-of-way, clearing drainage inlets and swales, and maintaining signage. The condition of streets is one of the most noticeable aspects of a community. Not only can one feel the roughness of poor streets, but damaged pavement, overgrown weeds along the right-of-way, and damaged street signage are also very noticeable. It is extremely important to the quality of life in Southaven that the city continue as a high priority its high level of street and right-of-way maintenance.

Garbage and trash are terms that are often interchanged, but the two are very different. Garbage refers to typical household garbage, and trash refers to items such as yard waste, appliances, discarded furniture, and things of that sort. In Southaven, garbage and trash collection and disposal is provided by a third-party contractor and collection occurs once each week. The city provides supplemental trash collection services for small items. These services are important for a community in order to maintain a healthy environment. Without garbage and trash collection services, some residents may resort to illegal dumping or allow clutter to accumulate in their yards.

Animal control is a service operated under the public works umbrella. Southaven operates a no kill shelter and receives only animals from within the

corporate limits. Annually, the shelter finds homes for approximately 500 animals, with the remainder either being reclaimed by their owner or euthanized due to illness or injury.

In 2010, the city took in 1,799 animals. In 2018, the city took in only 1,023 animals. This trend is opposite that expected given the significant increase in city population. The reduction is attributed to participation in spay and neuter programs.

Long Term Public Works Needs

Because the public works functions are largely maintenance related, the most significant need expected for this department is limited to adequate personnel and equipment.

Streets and rights-of-way will require continued maintenance. Southaven has in place a capital improvements program for street overlays. This plan should continually be updated to reflect the continuous aging process of streets, and to add newly developed streets resulting from continued development.

As a policy matter, Southaven needs to very carefully monitor the construction and development of streets associated with new development. During the development process, streets are constructed and maintained by the developer and, at some point, are dedicated to the public for maintenance. Southaven should ensure the appropriate financial security is in place in the event the developer fails to complete the streets or other required infrastructure.¹⁶

There is a need for expanded animal control facilities. Presently, there is no dedicated space available to utilize for animal adoption purposes. As part of this facility, a dedicate park area to allow adoptive pets to interact with existing family pets should be included.

¹⁶It is not uncommon for streets to receive final maintenance and paving well after homes have been built and occupied. If the developer fails in his responsibility, then

the city is faced with the task of completing the developer's infrastructure responsibilities.



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WATER SERVICE

The City of Southaven provides water service to most areas within the corporate limits. Areas not served by the city are served by other utility companies pursuant to a certificate of public convenience and necessity. Regardless of the service provider, water services for domestic and fire protection purposes are widely available in all portions of the city.

As growth occurs, Southaven will face the challenge of maintaining sufficient water supply, storage capacity, flow and pressure. Over the horizon of this plan, some 28,500 new persons are expected to arrive in the city, not to mention the additional commercialization and support facilities that will follow. It is recommended that Southaven develop a master plan for necessary upgrades to its current water system.

Another challenge the city will face is that of ongoing maintenance. As infrastructure ages, maintenance requirements increase. It is not uncommon for municipal authorities to defer system maintenance for as long as possible to keep user fees low. It is recommended that Southaven periodically review its utility rate structure to make sure rates are set to sufficiently cover the cost of needed maintenance.

SANITARY SEWER SERVICE

The City of Southaven operates a central sewer collection and transportation system, and sewage treatment is handled by the DeSoto County Regional Utility Authority¹⁷ (DCRUA) and the City of Memphis. Generally speaking, Memphis receives and treats the wastewater generated from within the Horn Lake Creek basin, and DCRUA receives and treats wastewater from other portions of DeSoto County. Ultimately, Southaven has no responsibility for sewage treatment capacity which sometimes becomes a limiting factor for new development.

¹⁷ The DeSoto County Regional Utility Authority is a county wide quasi-governmental agency which operates the sewage treatment facilities in the other cities as well.

Sewage treatment capacity, however, can still become an issue for Southaven in that the responsibility falls to other agencies. Fortunately, DCRUA has capacity to accommodate new development and has an obligation to ensure capacity to accommodate new development. Memphis, on the other hand, is becoming limited in its capacity. Southaven must closely monitor the Memphis capacity and, if no other reasonable alternatives are available, may need to develop a plan to pump wastewater over the basin rim to transport it to DCRUA. With close monitoring, sewage treatment capacity should not become an impediment to future development.

Southaven's sewer collection system stretches to nearly every corner of the city and nearly all structures are connected. Much of the sewer extensions have been accomplished as a result of private development. Southaven installed primary collection (trunk) lines, and developers have extended from those primary lines to service their developments. This sewer extension policy, coupled with the rapid development that has occurred, significantly minimizes the need for Southaven to plan for costly sewer extensions.

PLANNING AND DEVELOPMENT

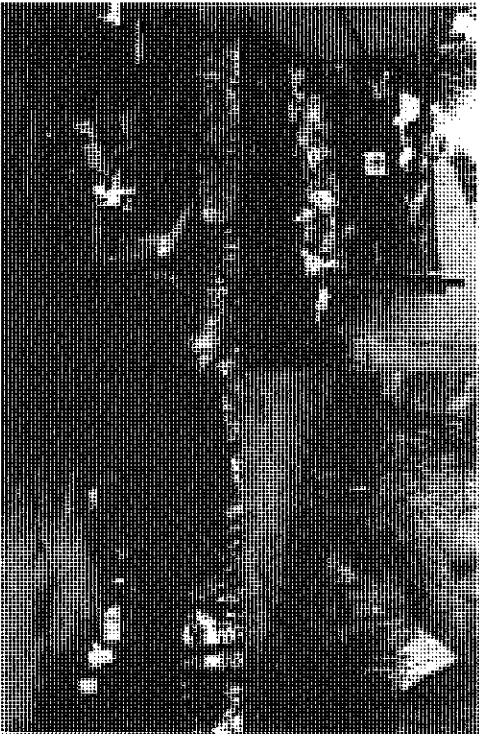
The City of Southaven provides planning and development services, which encompasses an array of functions. Among the functions of this department include building permitting and inspection, code enforcement, and planning services.

Building permitting and inspections is a function of the adopted building and life safety codes. This service is especially important to ensure the safety and durability of construction and to maintain a positive image in the city.

Code enforcement services relate to the necessity to compel property owners to cut their grass, correct illegal signage, avoid accumulation of clutter or junk



cars, etc. The absence of an effective code enforcement program can be problematic in that code violations create a negative impression upon those visiting or living in the city. The following series of photographs were not taken in Southaven but do demonstrate the type of problems that arise if not kept in check.



Top Left: An over utilized dumpster in a commercial area. The collection frequency is not what it should be.
Top Right: A dilapidated home is falling in. Not only is it unsafe and accessible to the public, it is an eyesore.
Bottom Left: A makeshift auto repair garage has sprung up in this residential neighborhood.
Bottom Right: This home has an overgrown and cluttered appearance.

Although beauty is in the eye of the beholder, each of the conditions in the photographs above can be remedied or avoided through the application and enforcement of proper codes. The conditions do nothing to better their neighborhoods, increase property values or provide a high quality of life. The city must continually enforce its codes to avoid the blighting impacts of inadequate property maintenance.

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Maintaining up to date codes is also important for a community. Building materials and methods change over time and modern building codes account for these changes, providing guidance to inspectors as to the proper use of materials or building systems. Updated codes also factor into a community's fire insurance rating. Southaven should continue to maintain up to date codes.

Planning services entail the administration of the city's long range plan along with zoning, subdivision regulations, flood hazard regulations, sign regulations, and other development related regulations. These efforts are carried out not only by department staff, but also with the utilization of a Planning Commission comprised of local citizens.

Long Range Planning and Development Needs

As with other departments, the planning and development department long range needs relate to personnel and equipment. As the city continues to develop, and as neighborhoods continue to age, there will likely become a need for additional personnel to accomplish code enforcement and inspections. Additional administrative staff will likely become necessary as Southaven expands the programs, or ordinances, it utilizes to maintain a high quality of life through this department.

Aging neighborhoods will become increasingly problematic from a code enforcement standpoint. Presently, older neighborhoods with a higher prevalence of rental property generate substantially more code enforcement calls when compared to other neighborhoods. It is imperative that Southaven not allow code enforcement needs to exceed its capability to respond, either with sufficient personnel or appropriate codes. The city must closely monitor conditions in all neighborhoods and respond accordingly with modified or updated codes, personnel, or other appropriate measures.



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SCHOOL FACILITIES

The City of Southaven lies within the DeSoto County School District and there is no separate municipal school district. Within Southaven are ten of DeSoto County's school facilities with a total enrollment of 10,914 students for the 2018-2019 school year. This constitutes 32% of the districtwide enrollment.

The school system has seen significant growth. The 2010-2011 school year saw enrollment at Southaven's schools of 10,451 students, which indicates a 4.4% increase in school enrollment over this eight-year period. As Southaven's population continues to increase, so will school enrollment.

Those public school facilities within Southaven are:

- Southaven Elementary School
- Southaven Intermediate School
- Southaven Middle School
- Southaven High School
- DeSoto Central Primary School
- DeSoto Central Elementary School
- DeSoto Central Middle School
- DeSoto Central High School
- Hope Sullivan Elementary School
- Greenbrook Elementary School

For the enrollment periods measured above, four schools saw a decrease in enrollment: Southaven Intermediate School, Southaven Middle School, Hope Sullivan Elementary School, and Greenbrook Elementary School. These decreases could be the result of any number, or a combination, of factors. However, one common thread among each of these schools is that they serve some of the oldest neighborhoods within the city. It is entirely possible that families with children prefer housing in newer portions of the city that are served by newer school facilities.

¹⁸ The DeSoto Central attendance zone stretches from Highway 51 to Malone Road and encompasses much of the lands within the city that have seen new subdivision development.

The DeSoto Central campus and related schools are the newest in Southaven and have seen enrollment increase by 580 students over the past 8 years. These increases are clearly a product of new construction within the attendance zone¹⁸.

All aspects of the DeSoto County School District, including plans for future facilities, lie in the hands of the DeSoto County Board of Education and Superintendent. However, Southaven's role in education is that of providing a high quality of life for its residents in an effort to attract younger families to older residential areas and thus maintain enrollment in the older school facilities.

Southaven is also home to two faith based private schools: Northpoint Christian School and Sacred Heart School.

Northpoint Christian School, which was formerly known as Southern Baptist Educational Center (SBEC), was established in 1974 and was located at the site of Broadway Baptist Church. Over the years, the campus has expanded to include athletic facilities, and serves approximately 1,100 students in grades K-3 through 12.¹⁹ Sacred Heart School is a Catholic elementary school located on Tchulahoma Road.

Higher educational opportunities are also available in Southaven. Northwest Mississippi Community College (NWCC) maintains a campus, located along Church Road. NWCC offers a variety of course studies and partners with the University of Mississippi in the two plus two program. NWCC provides the first two years of academic programs, and the University of Mississippi provides the third and fourth years of study toward a bachelor's degree at the NWCC campus.

¹⁹ See <http://nccstojans.com/about-us/history>



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LIBRARY FACILITIES

Southaven is part of a five-county regional public library cooperative operating as First Regional Library. Southaven is home to the M. R. Davis Public Library, located near city hall on Northwest Drive.

The M. R. Davis Public Library was constructed approximately ten years ago and is an appropriate addition to the collection of civic uses on Northwest Drive, which includes the following civic uses: City Hall, Saucier Park, and the Southaven Police Department.

COMMUNITY/CIVIC CENTERS

Southaven is home to two facilities that serve as community or civic centers: Landers Center and Snowden House.

Landers Center is a multi-use facility funded by the DeSoto County Board of Supervisors and located at Church Road and I-55. This facility is made available to the public for public or private functions. The Landers Center is utilized for a variety of functions including basketball and hockey games, concerts, theatrical performances, school functions, and even the Mid-South Fair moved from Memphis to the Landers Center. This facility has been a great benefit to the community and is one of the cornerstone venues within the Metro/Retail land use classification.

The Snowden House is located on Snowden Lane adjacent to Snowden Grove park and the Snowden Grove amphitheater. This 4,000 square foot house can seat up to 75 people and is used for receptions and similar gatherings. The Snowden House is a point of historical significance for the surrounding community.

COMMUNITY HEALTH CARE FACILITIES

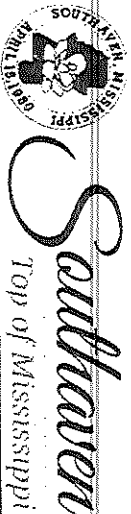
Southaven is blessed to be the home of Baptist Memorial Hospital-DeSoto, which is commonly referred to as Baptist DeSoto. Baptist DeSoto was designated as a Top Performing Hospital by U.S. News & World Report and employs nearly 2,000 persons.²⁰

Baptist DeSoto has grown significantly over time in both its facilities and medical services. Included among the medical services are a newly expanded emergency room, comprehensive heart program, rehabilitation services, a women's center, cancer center, outpatient diagnostic center, hospice care, and a sleep disorder center.

Aside from the substantial healthcare services available at Baptist DeSoto, the area surrounding the hospital has developed with a variety of clinics and medical specialties.

The City of Southaven is not without appropriate healthcare facilities for a city of its size.

²⁰ <https://www.baptistonline.org/locations/deSoto>



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Transportation is the key element that ties Southaven to the remainder of the world; however, transportation encompasses more than streets and automobiles. Pedestrians and bicyclists are also an important consideration given the efforts of the City to promote walkability and to further its complete streets policy.

Transportation has a direct impact on land use patterns, as development typically occurs only where vehicular access is available. Generally speaking, Mississippians are not walkers. We like to drive to the front door of our destination. While reliance on the automobile will remain the primary mode of transportation within Southaven, it does not have to be the only option. Walkability and multimodal transportation availability are an important part of increasing the quality of life in a community.

Planning, design, and construction of the City's system of streets and major thoroughfares are primary responsibilities of local government. Not the least of these responsibilities is the coordination of the actions of the numerous public and private organizations concerned with thoroughfare construction in the City and surrounding areas, including private developers, the Mississippi Department of Transportation (MDOT), DeSoto County, and adjacent municipalities.

Southaven has a very well developed transportation network with primary streets laid out on a 1 mile grid pattern. Because of the city's high level of build out, the need for new primary transportation routes is limited. As the city continues to grow, new internal streets (minor streets) will be needed to access properties, and street improvements will be needed to handle increased traffic volume.

FUNCTIONAL CLASSIFICATION

For purposes of this plan, the street network in the city and planning area is assigned a functional classification. The functional classification identifies each street's role with respect to the city-wide transportation system and is based on the competing roadway functions of mobility versus access. Mobility and access functions may be thought of as follows:

Mobility function – The roadway is of such character that traffic travels at higher rates of speed with fewer interruptions in flow from intersecting roadways or drives. Drivers enjoy a higher degree of mobility. An interstate highway provides high mobility.

Access function – The roadway provides frequent opportunities for access to and from adjacent properties, thus drivers frequently slow to make turns or pull into traffic. With all the turning movements, traffic must move slowly, thus reduced mobility, but traffic enjoys full access to adjacent properties.

These functions are in competition with each other because as the mobility function increases, the accessibility function decreases, and vice versa. Determining the functional classification can be debatable, particularly for adjacent sub classes such as major collector versus a minor arterial. Other factors are considered in determining the functional classification including number of lanes and traffic volume.

The functional classifications are defined as follows:

Interstate Highway Arterial

Interstate 55 is the primary north-south route passing through Southaven. Carrying nearly 80,000 cars per day, I-55 is the most heavily traveled arterial roadway in the city. Connecting the Great Lakes to the Gulf Coast, I-55 carries cross-country travelers as well as daily commuters. As part of the interstate system, I-55 is designed for high mobility with limited access, as access points are only through interchanges.

Major Arterial Streets

Major arterial streets are designed to move large volumes of traffic about the metro area and provide access to adjacent land uses. Likewise, major arterial streets serve to connect major centers of urban activity and to link rural areas with urban areas.



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Minor Arterial Streets

Minor arterial streets are also designed to move large volumes of traffic and provide access to adjacent land uses. Minor arterials generally provide for shorter trips compared to major arterials, and they provide lower volume connections between urban cores. Portions of Stalene Road are the only minor arterial streets designated in this plan due to the lower traffic flows.

Collector Streets

Collector streets are thoroughfares that collect traffic from local streets and channel it into the arterial street system. As such, collector streets drain traffic from local streets and route this traffic to the arterial system or to traffic generators such as areas of commercial activity. Within this plan a distinction is made between major collector streets and minor collector Streets.

Although subtle, the primary distinction relates to length of route, traffic volume, density of connecting drive, and other factors influencing the "ease" of traffic flow. Major collectors are those collector streets which are the route of choice for many drivers.

Minor / Local Streets

Minor / Local streets are designed for low speed traffic and are laid out generally in a manner that discourages through traffic. The principal purpose of local streets is to provide access to adjoining property and connect local neighborhoods to higher level streets. In principle, a minor/local street should not connect directly to an arterial street. However, because of the evolution of the urban landscape and transportation improvements, there are today local streets that do connect with arterials²¹.

Alley

Alleys are designed to provide residents or owners rear access to their property. Historically, Southaven has discouraged the use of alleys in residential areas. This practice should be reconsidered as alleys provide a means to accomplishing a more pleasing street corridor without the prevalence of driveways or garage doors. Alleys should be restricted to one-way traffic with on-street parking allowed along the adjacent minor streets. As a less formal element of the city's transportation network, alleys are not expected to have sidewalks or curb and gutter. Alleys often are designed to have a reverse crown to convey storm water.

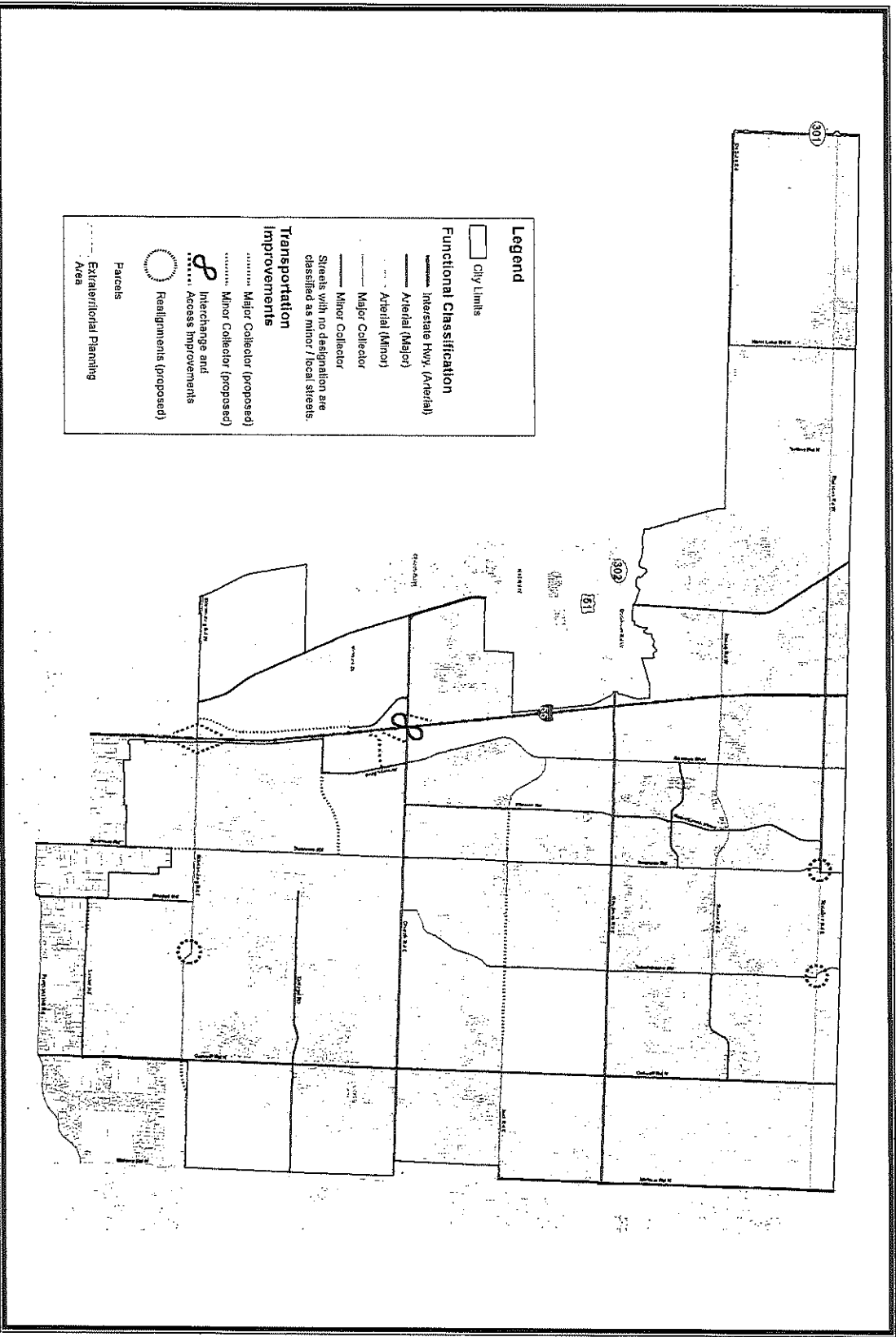
The functional classification of Southaven's roadways is depicted on the next page in Map 6.1.

²¹ Church Road is a case in point. Approximately twenty years ago, Church Road was two lanes wide, terminated at Getwell Road, and had no interchange with I-55.



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MAP 6.1 Functional Classification.



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OTHER MODES OF TRANSPORTATION

Although automobiles are the most important mode of transportation, there are others: rail service and pedestrian ways.

RAIL SERVICE

Southaven contains a single rail line which runs north and south through the city approximately one-half mile west of Highway 51. The Grenada Railway, LLC, passes through Southaven, Hernando, Grenada and on to Canton, MS. It is considered a short line railroad and over the years, due to needed repairs, has been downgraded to local service only.

According to the March 2016 *Mississippi State Rail Plan*²², an 81 mile stretch of the Grenada railway was embargoed in 2011 and has been without service since. Significant steps have been taken to resurrect the rail line and increase its service capacity, including the formation of the North Central Mississippi Regional Railroad Authority.

Fortunately for Southaven, this rail line does not play a significant role in the local economy and is not used for passenger transportation. If and when the rail line is rehabilitated, it may serve some meaningful role in the local economy.

PEDESTRIAN WAYS

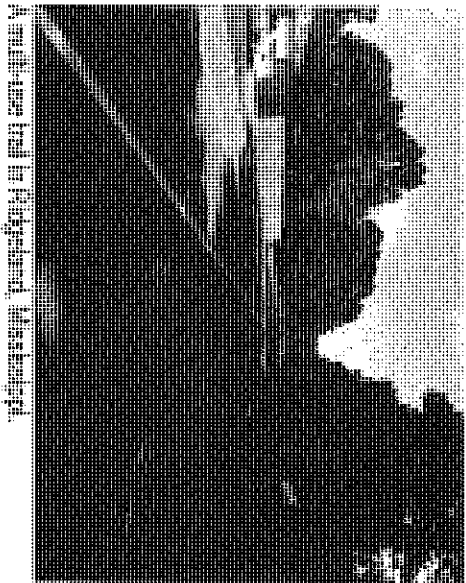
Prior to this planning effort, Southaven developed a city-wide path plan and is progressing toward fulfilling that plan. Although the term "pedestrian" connotes a person walking, as used in this plan, pedestrian ways are considered to be paths designated for walkers, runners or bicyclists. Pedestrian mobility is becoming increasingly important as environmental

preservation, air quality, traffic congestion, healthy living, and other concerns increase in popularity.

Cycling has become a very popular form of exercise and recreation. Although enthusiasts enjoy riding dozens of miles along self-defined routes through the city, Southaven's efforts to create dedicated bike lanes and paths will make for a safer riding experience.

Because of the increasing popularity of cycling, providing safe and complete routes to accommodate cyclists is also viewed as a quality of life attribute. To further create quality of life opportunities, and build upon the experience of living in Southaven, the city should continue fulfilling its pathways plan.

The pathways plan is designed to link neighborhoods to parks, schools and commercial centers. Map 6.2 (following page) demonstrates the desired routes for new pathways, some of which have been completed. Dark green lines indicate the paths, while the lighter green shaded areas indicate city parks.



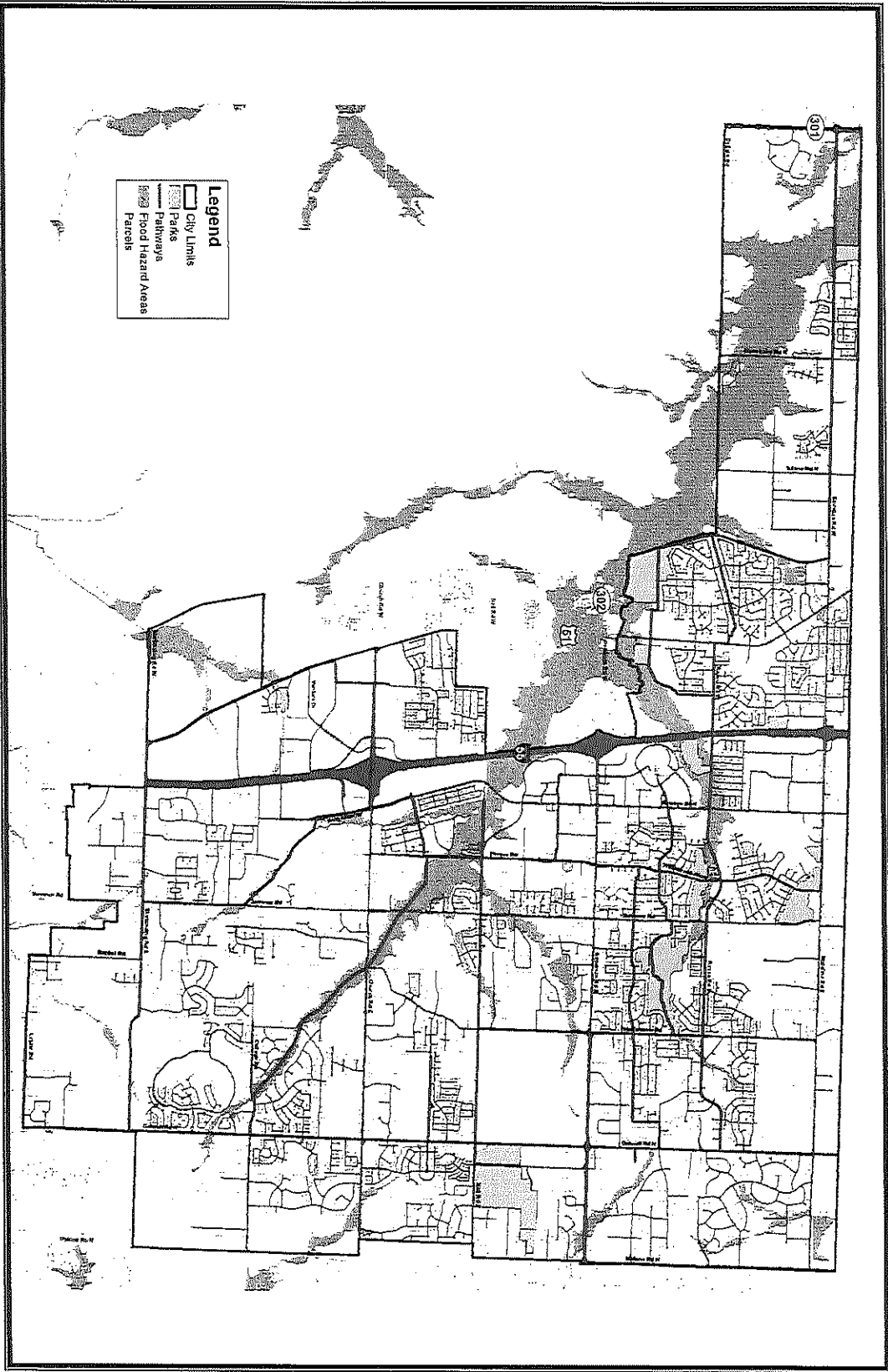
Aerial map showing pathways and parks in Southaven, Mississippi.

²² Prepared by the Mississippi Department of Transportation



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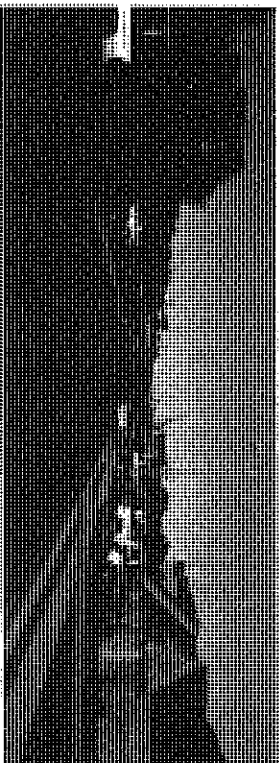
MAP 6.2 Pathways Plan.



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ROADWAY DESIGN COMPONENTS

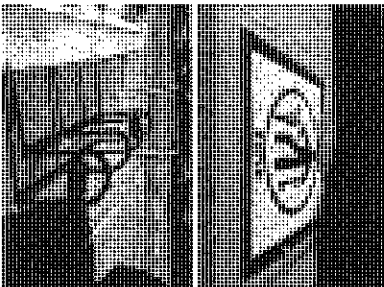
Roadway design has as much visual impact upon the community as does the architecture of adjacent buildings. In the urban environment, roads are more than a means to convey vehicles from one point to another. Roads are the opportunity to create functional, pleasing, safe, multimodal corridors which contribute to the *experience* of place.



Although the image was captured in motion, there is nothing bright or inspiring about the resulting corridor. Note the absence of landscaping and the prevalence of cars, driveways, and garage doors.

A transportation corridor must contain the right elements in order to contribute to the sense of place. Figure 6.1 (following page) demonstrates the various components of the street corridor, and the tables that follow identify the appropriate mix of the various components depending on the functional classification and locational conditions. It should be noted that Figure 6.1 collectively does not reflect recommended street design, as it is unlikely that any single street would have a sidewalk, multiuse trail, and a bike lane. It only demonstrates the components. Also absent, but no less important, are other features such as street lighting, street furniture, signage, signalization, fire hydrants and conveniences such as bike racks and watering stations.

Thoughtful design elements are critical in forming pleasing street corridors. Such elements include landscaping, pedestrian conveniences, and unique features that simply tend to make a place unique. Street plantings aid in creating interest and providing natural beauty along a corridor. Canopy trees provide especially important shade for Southaven's hot, humid summers. Bicyclists need places to park and secure their bikes. Where pedestrians are blended with bicyclists, safety should be considered. Where the opportunity exists to create something truly unique to the community, doing so can add immeasurable value.



Left: A "dismount zone" requirement in a busy pedestrian area in the historic downtown area of Fort Collins, CO. Also nearby is a parking space dedicated to bicycles.



Left: A bicycle shop appropriately located along a bike path in Covington, LA. This bike path follows an old rail spur and slices through a city block, creating the opportunity for a well shaded, small pocket park. Also located there is a small snack bar relying on walk-up traffic.



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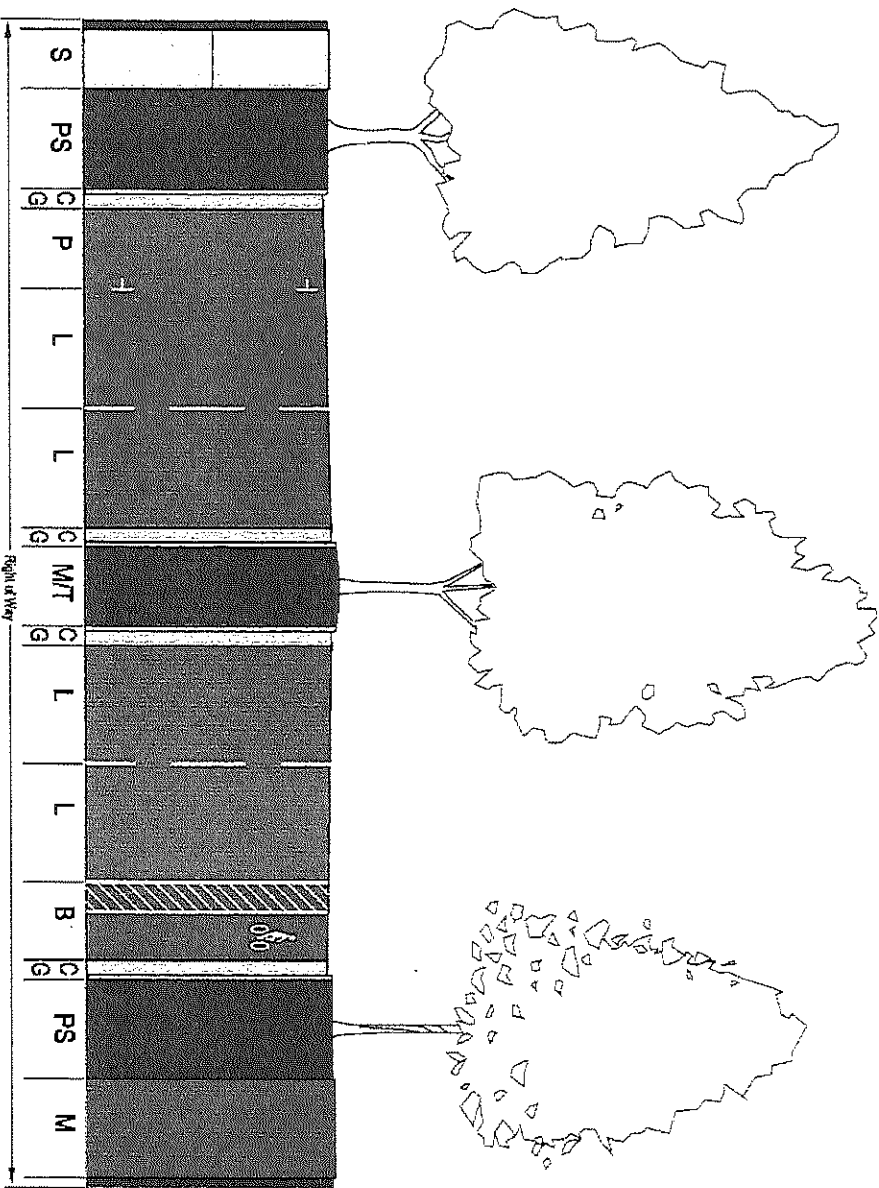


FIGURE 6.1 Various components of the street corridor. The lettering has the following meaning:

- S = Sidewalk
- PS = Planting Strip
- CG = Curb and Gutter
- P = Parking Lane
- L = Through Lane
- MT = Median or Continuous Turn Lane
- B = Bike Lane
- M = Multi-Use Trail



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TABLE 6.1. Street component requirements by street type and location.

Street Type/Area	Min. ROW (ft.)	Min. No. of Through Lanes	Street Corridor Components						
			Sidewalks	Planting Strip	Curb & Gutter	Parking	Median or Turn Lane	Bike Lane	Multi-use Trail
Interstate Highway	**Controlled by the Mississippi Department of Transportation and the Federal Highway Administration. **								
Arterial (major and minor)									
Snowden & Metro Dist.	106 ¹	4	■ ³	■	■	X	T	■ ²	■ ²
Other Areas	106	4	■ ³	■	■	X	T		■ ⁶
Major Collector									
Snowden & Metro Dist.	95 ¹	4	■ ³	■ ⁵	■	□	M	■ ²	■ ²
Other Areas	95	4	■ ³	■ ⁵	■	□	T		■ ⁶
Minor Collector									
Snowden & Metro Dist.	60	2	■	■ ⁵	■	□	□	■	□
Other Areas	60	2	■	■ ⁵	■	□	□	■	□
Local/Minor									
	50	2	■ ⁴	■	■	□	-	-	-
Alley									
	20	1	-	-	-	-	-	-	-

Key: ■ = Required Component □ = Permitted Component M = Median T = Continuous Turn Lane X = Not Recommended

Footnotes:
1 – The right-of-way in these areas may be less in order to increase the compactness of development, provided all other components or suitable alternatives are provided.
2 – Either a bike lane or multi-use trail should be provided, or a combination of the two may be appropriate. For existing roadways with adequate pavement width, restriping to achieve a bike lane may be practical, but less desirable. Further, depending upon the compactness of development, a multi-use trail may not be in character.
3 - Where a multi-use trail is provided, it may serve in place of the sidewalk on one side of the street.
4 – Sidewalks are not recommended along cul-de-sac streets.
5 – Where on street parking is provided in commercial areas, the required planing strip may be reduced to non-continuous landscape islands. The parked cars will serve to separate pedestrians from traffic.
6 – Although a multi-use trail is more desirable, for continuity purposes, a striped bike lane may be more appropriate.



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TABLE 6.2. Street component dimensional standards.

Street Type	Through Lane Width (ft.)	Street Corridor Component Dimensions (ft.)							
		Sidewalks	Planting Strip	Curb & Gutter ²	Parking ¹	Median	Turn Lane	Bike Lane	Multi-use Trail
Interstate Highway	**Controlled completely by the Mississippi Department of Transportation and the Federal Highway Administration.**								
Arterial	12	5	8	6-24	-	10	12	10	8
Major Collector	12	5 ³	8	6-24	7	10	12	10	8
Minor Collector	11	5	6	6-24	7	10	12	10	8
Local/Minor	11	5	6	6-24	7	-	-	-	-
Alley	15	-	-	-	-	-	-	-	-

Footnotes:

1 – Including 24 inches of available wheel space in the gutter yields a space width of 9 feet.

2 – This standard is expressed in inches. 6 inch tall curb with a 24 inch gutter.

3 – Additional width is needed in commercial areas where storefronts are adjacent to the sidewalk.

Footnotes:
1 – Including 24 inches of available wheel space in the gutter yields a space width of 9 feet.
2 – This standard is expressed in inches. 6 inch tall curb with a 24 inch gutter.
3 – Additional width is needed in commercial areas where storefronts are adjacent to the sidewalk.



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TRANSPORTATION IMPROVEMENTS

Map 6.1 (Page 66) indicates several needed improvements to the street network within Southaven. The improvements are more particularly described as follows:

New Street Connections or Extensions – The opportunity exists to increase connectivity along the Nail Road East corridor. Presently, segments of the roadway have been constructed. As new development occurs, Southaven should ensure the completion of this corridor. Nail Road East will provide an additional east-west route to move traffic from newly developing areas along Getwell Road to the commercial cores at Goodman Road and Church Road.

An opportunity exists to extend Star Landing Road further east. Presently, Star Landing Road terminates at Getwell Road, and considering the amount of residential development presently and potentially lying east of Getwell Road, this easterly extension will be necessary to move traffic more efficiently. This extension becomes increasingly important given the long range plans for a new interchange at I-55 and Star Landing Road.

There also exists a need for an I-55 Frontage Road, west of I-55 between Star Landing and Church Road. Presently, this area has developed into predominately industrial warehousing uses and additional land is available for development. Increased visibility from I-55 is beneficial for development purposes and providing an alternate route for truck traffic to access I-55 alleviates some traffic pressure along Highway 51. Finally, this frontage road would provide better access to undeveloped parcels thus encouraging development.

South of Church Road, west of Swinnea Road lies property that is ripe for development of both commercial and residential character. As development occurs, Southaven should ensure that a collector level access route is provided to Swinnea Road. This route will provide an alternate access into the expected heavily developed area around the Church Road interchange (within the Metro / Retail future land use district).

Finally, an opportunity exists to extend Swinnea Road south of Star Landing Road to create a through connection with Pleasant Hill Road.

Realignments – There exist within the city two intersections that lack desirable configuration. These are Tehulahoma Road and Staline Road, and Swinnea Road and Staline Road. In both cases, the intersections are offset which makes for less than ideal maneuverability. Although existing development patterns impose practical difficulties in correcting these intersections, Southaven should be mindful of the need and take advantage of any opportunity that arises to make the correction.

One other realignment suggested is the "S" curve along Star Landing Road. Traffic is required to slow to 25 mph to safely navigate this curve. To the extent practical, consideration should be given to realigning portions of Star Landing Road to lessen the severity of the curve. This correction will become increasingly important when the Star Landing Road interchange is built, and additional residential development occurs in the eastern portion of Southaven.

Interchange and Access Improvements – Modifications to I-55 lie strictly within the domain of the Mississippi Department of Transportation and the Federal Highway Commission. Improvements are proposed to the Church Road interchange which would increase its traffic handling capability. A half cloverleaf design is proposed along with the realignment of ramps. Once complete, development of the Metro/Retail future land use district will likely accelerate.

Also, a new interchange is proposed at Star Landing Road and I-55. When constructed, this new interchange will have a significant impact on area land uses, traffic patterns, and the development of remaining vacant land. When this interchange is constructed, Southaven should revisit this plan and amend accordingly.

Minutes, City of Southaven, Southaven, Mississippi

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Authorization to Enter Design Contract for May Blvd. Pedestrian Bridge

The Mayor and Board of Aldermen (the “**Governing Body**”) of the City of Southaven, Mississippi (the “**City**”), took up for consideration the matter of refunding certain prior bonds of the City, and after a discussion of the subject matter, Alderperson _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING AND DIRECTING THE ISSUANCE OF NOT TO EXCEED \$3,500,000 CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020 (THE “BONDS”) FOR THE PURPOSE OF CURRENTLY REFUNDING AND DEFEASING ALL OR A PORTION OF THE OUTSTANDING (A) \$4,000,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2008, DATED JULY 1, 2008 (THE “REFUNDED 2008 BONDS”) AND (B) \$3,225,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010, DATED NOVEMBER 30, 2010 (THE “REFUNDED 2010 BONDS” AND TOGETHER WITH THE REFUNDED 2008 BONDS, THE “REFUNDED BONDS”); PRESCRIBING THE FORM AND DETAILS OF THE BONDS; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF THE BONDS; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH THE BONDS; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF THE BONDS; APPROVING THE FORM OF AND THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE BONDS; DIRECTING THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN ESCROW TRUST AGREEMENT IN CONNECTION WITH THE BONDS AND THE REFUNDED 2010 BONDS; AND FOR RELATED PURPOSES.

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

WHEREAS, the Governing Body, acting for and on behalf of the City, previously authorized the issuance of its \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (the “**2008 Bonds**”) for the purpose of purchasing land for parks and public playgrounds, and other recreational facilities, and improving, equipping and adorning same; purchasing fire-fighting equipment and apparatus,

and providing housing for same, and purchasing land therefor; and other related improvements within the City; and

WHEREAS, the 2008 Bonds were issued pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “**City Act**” and together with the Refinancing Act, the “**Act**”), and a resolution of the Governing Body adopted July 1, 2008 (the “**2008 Bond Resolution**”); and

WHEREAS, the Governing Body, acting for and on behalf of the City, previously authorized the issuance of its \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (the “**2010 Bonds**”) for the purpose of (i) prepaying and current refunding the City’s \$5,000,000 (original principal amount) Promissory Note dated June 7, 2002, which 2002 Note secured a portion of the proceeds of the Mississippi Development Bank Special Obligation Bonds (Capital Projects and Equipment Acquisition Program), Series 2001A, dated March 6, 2001, and (ii) paying the costs of issuance; and

WHEREAS, the 2010 Bonds were issued pursuant to the City Act and a resolution of the Governing Body adopted November 2, 2010 (the “**2010 Bond Resolution**”); and

WHEREAS, the City is desirous of refunding all or a portion of the outstanding 2008 Bonds and the 2010 Bonds for interest rate savings; and

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

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

WHEREAS, it has been determined that all or a portion of the outstanding maturities of the 2008 Bonds (collectively, the “**Refunded 2008 Bonds**”) and all or a portion of the outstanding maturities of the 2010 Bonds (collectively, the “**Refunded 2010 Bonds**” and together with the Refunded 2008 Bonds, the “**Refunded Bonds**”), are candidates for being refunded under the Refinancing Act; and

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

WHEREAS, the Refinancing Act authorizes the Governing Body, among other things, to provide for the terms and details of such refunding bonds, to sell such refunding bonds at public or private sale (which sale shall be on such terms and in such manner as the Governing Body shall determine to be in the City's best interest), to make arrangements for the retirement of the Refunded Bonds and to make all other arrangements relating to such refunding bonds; and

WHEREAS, the Governing Body has determined that the sale of such refunding bonds through private sale will provide the Governing Body with the greatest degree of flexibility in

the marketing of such refunding bonds and will ensure the most favorable long term interest rates and will thereby maximize the interest savings for the City; and

WHEREAS, the Governing Body hereby designates Raymond James & Associates, Inc., Memphis, Tennessee, as underwriter (the “**Underwriter**”), in connection with the sale and issuance of the Refunded Bonds; and

WHEREAS, the Refunded Bonds will be sold to the Underwriter pursuant to the terms and provisions of a Bond Purchase Agreement, to be dated as of the date of the sale of the Bonds (as defined herein) (the “**Bond Purchase Agreement**”), by and between the Underwriter and the City; and

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

(a) the Bond Purchase Agreement providing for the terms and conditions of the sale of the Bonds to the Underwriter,

(b) an Escrow Trust Agreement (the “**Escrow Agreement**”) providing for the payment and redemption of the Refunded Bonds, and

(c) a Preliminary Official Statement (the “**Preliminary Official Statement**”) describing such refunding bonds, the Refunded Bonds and other matters in connection with the sale and issuance of the Bonds; and

WHEREAS, to provide the City with greater economies, the Underwriter, in its role as placement agent for the City (in such capacity, the “**Placement Agent**”) may be able to sell the Bonds to one or more designated purchasers (collectively, the “**Purchaser**”) at a private, negotiated sale all as authorized by the Refinancing Act (the “**Private Placement Transaction**”), in accordance with a Private Placement Agreement by and between the City and the Placement Agent (the “**Private Placement Agreement**”) and in order to provide the City with such economies, there has been prepared and submitted to the City the form of the Private Placement Agreement; and

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

WHEREAS, all conditions, acts and things required by the Refinancing Act and the Constitution and laws of the State of Mississippi (the “**State**”) to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this resolution, the sale and issuance of such refunding bonds have happened and have been performed in regular and due time, form and manner as required by law; and

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

WHEREAS, as of October 15, 2019, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$612,370,809, and the issuance of the Bonds proposed to be issued pursuant to the Act, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness that exceeds the limitations of applicable constitutional or statutory limitation upon indebtedness which may be incurred by the City.

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

SECTION 1. This resolution is adopted pursuant to the Refinancing Act, the City Act and other applicable laws of the State and all matters and things recited in the premises and preamble of this resolution are found and determined to be true and accurate.

SECTION 2. Proceeding under the authority of the Refinancing Act, there shall be and there are hereby authorized and directed to be issued the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2020 (the “**Bonds**”) in an aggregate principal amount not to exceed \$3,500,000. The Bonds are being issued to currently refund and defease all or a portion of the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds. Principal and interest on the Bonds shall be payable on such dates, at such rate or rates and in such amounts as provided in the Bond Purchase Agreement or the Private Placement Agreement, which provisions shall be finalized on the date the Bond Purchase Agreement or Private Placement Agreement is executed by the Underwriter and the City.

SECTION 3. The Governing Body hereby finds and determines that (a) the Refinancing Act provides that the Bonds may be secured by a pledge of the same source of security as the Refunded Bonds, or such other security as the Governing Body may lawfully pledge, or both; (b) the net proceeds of the Bonds shall be applied to the refunding and defeasance of the Refunded Bonds and the payment of the costs of issuance related to the Bonds; (c) the Bonds shall not be issued unless all of the requirements of the Refinancing Act and other applicable laws of the State are met, including without limitation, the requirement of at least a two percent (2%) net present value savings for the Refunded Bonds; (d) pursuant to the Refinancing Act, the 2008 Bond Resolution and the 2010 Bond Resolution, the Bonds shall be general obligations of the City and the full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on the Bonds; (e) the aggregate principal amount of the Bonds shall not exceed \$3,500,000; and (f) the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Refinancing Act.

SECTION 4. (a) Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Underwriter at private sale pursuant to the terms and provisions of the Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**. The Mayor of the Governing Body (the “**Mayor**”), acting for and on behalf of the City, is hereby authorized and directed to negotiate with the Underwriter for the sale of the Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Bonds, (b) the redemption provisions of the Bonds, (c) the interest rates to be borne by the Bonds, (d) the maturity date of the Bonds, (e) the Refunded Bonds to be refinanced

with the proceeds of the Bonds, (f) the principal and interest payment dates for the Bonds, and to make all final determinations necessary to structure the Bonds. The Bond Purchase Agreement in substantially such form is hereby approved in all respects and, subject to the provisions of this Section and Sections 3 and 6 hereof, the Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by the Mayor, said execution being conclusive evidence of such approval.

(b) If in the opinion of the Underwriter and Government Consultants, Inc., Madison, Mississippi, as Municipal Advisor (the “**Municipal Advisor**”) to the City, a Private Placement Transaction will produce greater economics for the City, the form of the Private Placement Agreement attached hereto as **Exhibit B** as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The Mayor and the City Clerk of the City (the “**Clerk**”) are hereby authorized and directed to execute and deliver the Private Placement Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval.

(c) Any Bonds sold in a Private Placement Transaction (a) shall be issued in the principal denominations of \$100,000 and increments of \$1,000 each thereafter, or integral multiples thereof up to the amount of a single maturity, (b) shall be subject to redemption in the manner, to the extent and with such notice as stated in the Private Placement Agreement, (c) shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Private Placement Agreement, (d) shall be authenticated and delivered to, upon the order of or as directed by the Purchaser thereof upon payment of the purchase price of the Bonds in accordance with the Private Placement Agreement, and (e) may or may not have CUSIP numbers assigned thereto as specified in the Private Placement Agreement.

The City hereby authorizes and approves the appointment of Raymond James & Associates, Inc., Memphis, Tennessee, as placement agent regarding the placement of the Bonds and further authorizes and approves appropriate revisions to any and all documents as may be necessary to reflect a Private Placement Transaction.

SECTION 5. (a) In consideration of the purchase and acceptance of any and all of the Bonds by the registered owners thereof, this resolution shall constitute a contract between the City and the registered owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the registered owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

(b) The Bonds shall be general obligations of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds. For the purposes of effectuating and providing for the payment of the principal of and interest on the Bonds, as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have

been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds, in accordance with the provisions of this resolution. The City's tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred monies to the 2020 Bond Fund for the Bonds, or has made other provisions for funds to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of this resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 5(b), such failure shall not impair the right of the registered owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 6. The Bonds shall be dated the date of their delivery and shall bear interest from said date at the rates per annum to be set forth in the Bond Purchase Agreement or Private Placement Agreement, as the case may be; provided, however, that the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Refinancing Act, and shall mature no later than July 1, 2028 for the Refunded 2008 Bonds and November 1, 2024 for the Refunded 2010 Bonds, in the years and in the principal amounts to be set forth in the Bond Purchase Agreement or Private Placement Agreement, as the case may be.

SECTION 7. The Bonds shall be initially issued and held under a book-entry system as fully registered bonds issued in the denominations of \$5,000 or any integral multiple thereof and shall be numbered separately from 1 upwards without regard to maturity; provided, however, if the Bonds are sold pursuant to a Private Placement Transaction authorized in Section 4(b) of the resolution, the Bonds shall be issued as provided in Section 4(c) of this resolution.

SECTION 8. (a) Notwithstanding anything to the contrary in this resolution, so long as the Bonds are being held under a book-entry system, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by the Securities Depository. For purposes of this resolution, "Securities Depository" shall mean a recognized securities depository (or its successor or substitute) selected by the City to act as the securities depository maintaining a book-entry transfer system for the Bonds.

(b) As long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the registered owner of the Bonds for the purpose of (1) paying the principal of or interest on such Bonds, (2) giving any notice permitted or required to be given to registered owners of the Bonds under this resolution, (3) registering the transfer of such Bonds, and (4) requesting any consent or other action to be taken by the registered owners of such Bonds, and for all other purposes whatsoever, and neither the City nor the Paying and Transfer Agent (as hereinafter defined) shall be affected by any notice to the contrary. For the purposes of this resolution, "Securities Depository Nominee" shall mean, with respect to the Bonds and as to any Securities Depository, such Securities Depository or the nominee of such

Securities Depository in whose name the Bonds shall be registered on the registration records of the City maintained by the Paying and Transfer Agent pursuant to Section 16 hereof during the time such Bonds are held under a book-entry system through such Securities Depository.

(c) Neither the City nor the Paying and Transfer Agent shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as registered owner of such Bonds.

(d) The Paying and Transfer Agent shall pay all principal of and interest on the Bonds issued under the book-entry system, only to the Securities Depository, or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and interest on such Bonds.

(e) In the event that the Governing Body determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository and the Paying and Transfer Agent of such determination. In such event, the City shall execute and the Paying and Transfer Agent shall, pursuant to subsequent resolution of the Governing Body, authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository. Such certificates shall be in fully registered form and transferable only upon the registration records of the City maintained by the Paying and Transfer Agent, by the registered owner thereof or by such registered owner's attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or such registered owner's duly authorized attorney in accordance with this resolution.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the registered owners of the Bonds by the City or by the Paying and Transfer Agent with respect to any consent or other action to be taken by the registered owners, the City or the Paying and Transfer Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(h) The Bonds shall be issued initially under the book-entry system maintained by The Depository Trust Company, New York, New York ("DTC") and shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Bonds. As long as the Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Bonds and notices shall be made and given, respectively, to DTC.

SECTION 9. The Bonds may be subject to redemption prior to their respective maturities as provided in the Bond Purchase Agreement or the Private Placement Agreement, as the case may be, which redemption provisions shall be finalized on the date the Bond Purchase Agreement or Private Placement Agreement, as the case may be, is executed by the Underwriter and the City.

SECTION 10. The principal of said Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due at U. S. Bank National Association, Brandon, Mississippi (the “**Paying and Transfer Agent**”). Interest will be payable by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on, the registration records of the City maintained by the Paying and Transfer Agent for the Bonds pursuant to the provisions of Section 16 hereof.

SECTION 11. The Preliminary Official Statement, in the form submitted to this meeting and attached hereto as **Exhibit C**, shall be, and the same hereby is, approved in substantially said form with such changes, omissions, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in the Mayor’s opinion determine to be required. The Governing Body deems the Preliminary Official Statement to be “final” as required by SEC Rule 15c2-12(b)(1). The actions of the Mayor and all other persons in connection with the preparation of the Preliminary Official Statement are hereby ratified and confirmed. The Mayor is hereby authorized and directed to distribute the Preliminary Official Statement to the Underwriter and to cause to be prepared and to execute and deliver a final Official Statement in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions from the Preliminary Official Statement as may be approved by such officer, said execution being conclusive evidence of such approval.

SECTION 12. The Escrow Agreement, in the form submitted to this meeting and attached hereto as **Exhibit D**, shall be, and the same hereby is, approved in substantially said form. The Mayor is hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in the Mayor’s opinion determine to be required, said execution being conclusive evidence of such approval. In compliance with the Refinancing Act, the Mayor is hereby authorized and directed to appoint U. S. Bank National Association, Brandon, Mississippi, to serve as escrow agent (the “**Escrow Agent**”) under the Escrow Agreement. A portion of the proceeds of the Bonds held by the Escrow Agent shall be invested only as provided for by the Escrow Agreement and the Refinancing Act.

The City hereby authorizes the Escrow Agent to make the initial application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities – State and Local Government Series (the “**SLGS**”) in connection with the investment requirements under the terms and conditions of the Escrow Agreement. In the event the purchase of SLGS is unavailable or the purchase of open market securities is more beneficial to the City, the City authorizes the purchase of open market securities in connection with the investment requirements under the terms and conditions of the Escrow Agreement and authorizes the Mayor or the Clerk to execute any documents necessary and related to the purchase of open market securities, including (a) the

engagement of Raymond James & Associates, Inc., any affiliate thereof, or other agent, to act for and on behalf of the City, if necessary, as escrow bidding agent for the open market escrow securities required by the Escrow Agreement, (b) the Mayor and/or City Clerk to provide approval of any award in connection with obtaining open market escrow securities, and (c) any other actions required to obtain market escrow securities to complete the refunding of the Refunded 2010 Bonds, including without limitation, the engagement of a verification agent in connection therewith.

SECTION 13. The City covenants to comply with each requirement of the Internal Revenue Code of 1986, as amended (the “**Code**”), necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate to be executed and delivered concurrently with the issuance of the Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, bonds or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 14. Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended (the “**Registered Bond Act**”), the Bonds shall be executed by the manual or facsimile signature of the Mayor and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk and the Bonds shall be authenticated by the Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate each Bond by executing the Paying and Transfer Agent's Certificate thereon and no Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on each Bond, shall be executed by the Clerk and said certificate may be executed by the manual or facsimile signature of the Clerk. The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of this resolution and the Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Bonds, and the final, unqualified approving opinion of Butler Snow, LLP, Ridgeland, Mississippi, as Bond Counsel (the “**Bond Counsel**”). Prior to or simultaneously with the delivery by the Paying and Transfer Agent of any of the Bonds, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the City in connection with the authorization, sale, issuance and validation of the Bonds; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor and/or the Clerk, to authenticate and deliver the Bonds to or on behalf of the Underwriter. The Paying and Transfer Agent is authorized and directed to authenticate the Bonds and deliver them to or on behalf of the Underwriter upon payment of the purchase price of the Bonds to the City in

accordance with this resolution and the Bond Purchase Agreement or Private Placement Agreement. Certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs of the Bonds, shall be printed and delivered to the Paying and Transfer Agent, and held by the Paying and Transfer Agent until needed for transfer or reissuance, whereupon the Paying and Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Paying and Transfer Agent is hereby authorized upon the approval of the City to have printed from time to time as necessary additional certificates bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the City as of the date of original issue of the Bonds. When the Bonds shall have been executed as herein provided, they shall be registered as an obligation of the City in a record maintained for that purpose. The Clerk shall cause to be imprinted upon each Bond, over their facsimile signature and facsimile seal, a certificate certifying that the Bonds have been validated which certificate shall be in substantially the form set out in **Exhibit E** hereof.

SECTION 15. The form of the Bonds, the certificate to appear on the Bonds and the Paying and Transfer Agent's Certificate shall be in substantially the form attached hereto as **Exhibit E** and the Mayor be and is hereby authorized and directed to make such changes, insertions and omissions therein as may in the Mayor's opinion be required.

SECTION 16. The Governing Body hereby adopts, pursuant to the authority granted by the Act and the Registered Bond Act, the following conditions (the "**Conditions**") which are to apply to the transfer, exchange and replacement of the Bonds, and other similar matters.

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

"Paying and Transfer Agent" as used in these Conditions means, as to Bonds designated herein, the bank or banks designated by action of the Governing Body as the Paying and Transfer Agent with respect to the Bonds and whose duties and responsibilities shall be as further limited or set forth in the form of Bonds for such issue of Bonds and by Section 8 of this resolution.

The principal of all Bonds shall be payable at the corporate trust office of the Paying and Transfer Agent, and payment of the interest on each Bond shall be made by the Paying and Transfer Agent on each interest payment date to the person appearing on the registration records of the City (hereinafter provided for) as the registered owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, by check or draft mailed to such registered owner at such registered owner's address as it appears on such registration records. Payment of the principal of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

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

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

All Bonds shall be transferable only upon the registration records which shall be kept for that purpose at the corporate trust office of the Paying and Transfer Agent for the City, by the registered owner thereof in person or such registered owner's authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or such registered owner's authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Bond or Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Bond or Bonds surrendered. Bonds issued in connection with transfers shall be dated in the same manner provided above for the dating of Bonds issued in connection with exchanges.

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

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

Prior to the issuance or delivery of any Bond, whether upon original issuance, transfer, exchange or replacement, the Paying and Transfer Agent shall manually execute the certificate of authentication provided thereon. No Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying and Transfer Agent. Such certificate of the

Paying and Transfer Agent upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered.

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

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

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

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

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

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

SECTION 17. (a) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Paying and Transfer Agent separate records for the registration and transfer of the Bonds. The Paying and Transfer Agent is hereby appointed registrar for the Bonds, in which the City the Paying and Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

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

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

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

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

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

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

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

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

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

(d) Any corporation or association into which a Paying and Transfer Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying and Transfer Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either

the City or the successor Paying and Transfer Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying and Transfer Agent shall be satisfactory to the City and eligible under the provisions of Section 17(c)(4) hereof.

SECTION 18. The Bonds shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall thereafter be delivered to or as directed by the Underwriter.

SECTION 19. If (a) the City shall pay or cause to be paid to the owners of the Bonds the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees and expenses of the Paying and Transfer Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Bonds and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder. If the City shall pay or cause to be paid to the owners of outstanding Bonds of a particular maturity, the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

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

maturity other than at the option of the holder thereof or (b) Defeasance Securities which, if subject to redemption shall, nevertheless, in all events, regardless of when redeemed, provide sufficient and timely funds for payment of the principal of and interest on the Bonds to be paid thereby.

SECTION 20. As authorized by the Act, the Bonds shall be submitted to validation in the Chancery Court of DeSoto County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and to that end a certified transcript of all proceedings and other documents relating to the sale and issuance of the Bonds forthwith shall be prepared and forwarded to the State's Bond Attorney by Bond Counsel and the Clerk.

SECTION 21. (a) The City shall maintain with a qualified depository thereof a fund (the “**2020 Bond Fund**”) in its name for the payment of the principal of and interest on the Bonds and the payment of the Paying and Transfer Agents' fees in connection therewith. There shall be deposited into the 2020 Bond Fund as and when received:

- (1) the accrued interest, if any, received upon delivery of the Bonds;
- (2) the avails of any of the ad valorem taxes levied and collected pursuant to Section 5 hereof;
- (3) any income received from investment of monies in the 2020 Bond Fund;
and
- (4) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body in its discretion, may direct to be deposited into the 2020 Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2020 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying and Transfer Agent in time to reach said Paying and Transfer Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 22. A portion of the principal proceeds received upon the sale of the Bonds shall be deposited with (a) First Security Bank, the paying agent for the 2008 Bonds (the “**2008 Paying Agent**”) and used by the 2008 Paying Agent for the payment of the principal of and interest on the Refunded 2008 Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on the Refunded 2008 Bonds; and (b) the Escrow Agent as provided in the Escrow Agreement. A portion of the proceeds of the Bonds shall be deposited in the Cost of Issuance Account (as defined in the Escrow Agreement) and used by the Escrow Agent to pay all legal fees and expenses including those of Bond Counsel, City Counsel, fees and expenses of Municipal Advisor, Paying and Transfer Agent fees and expenses, premiums, commissions, rating fees, state bond attorney fees and validation costs, and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. The portion of the proceeds of the Bonds shall be deposited in the Escrow Account (as defined in the Escrow Agreement) and used by the

Escrow Agent for the payment of the principal of and interest on the Refunded 2010 Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on the Refunded 2010 Bonds.

SECTION 23. Either the Mayor or the Clerk is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Escrow Agent to pay on the closing date of the Bonds the costs of issuance of the Bonds; provided, however, the total costs of issuance for the Bonds shall not exceed five percent (5%) of the par amount of the Bonds, which excludes, if applicable, the premium for municipal bond insurance and Underwriter's discount or original issue discount for the sale of the Bonds.

SECTION 24. The Governing Body, acting for and on behalf of the City, hereby irrevocably elects and directs that the Refunded Bonds selected for refunding shall be redeemed on such date as may be determined by the Mayor, with the advice of the Municipal Advisor, to be in the best interest of the City and that is in compliance with the terms and provisions of the 2008 Bond Resolution, the 2010 Bond Resolution and the Refinancing Act. The City is hereby authorized and directed to notify (a) the 2008 Paying Agent, pursuant to the terms and provisions of the 2008 Bond Resolution, of the refunding of the Refunded 2008 Bonds, and the 2008 Paying Agent is hereby authorized and directed to provide notice of the redemption of the Refunded 2008 Bonds to the holders of such Refunded 2008 Bonds pursuant to the terms and provisions of the 2008 Bond Resolution; and (b) Hancock Whitney Bank, formerly Hancock Bank, as paying agent for the 2010 Bonds (the "**2010 Paying Agent**"), pursuant to the terms and provisions of the 2010 Bond Resolution, of the refunding of the Refunded 2010 Bonds, and the 2010 Paying Agent is hereby authorized and directed to provide notice of the redemption of the Refunded 2010 Bonds to the holders of such Refunded 2010 Bonds pursuant to the terms and provisions of the 2010 Bond Resolution. The form of the notice of redemption for the Refunded 2008 Bonds and the Refunded 2010 Bonds is attached hereto as **Exhibit I**. Either the Mayor or the Clerk is hereby authorized and directed to sign the notice of redemption for the Refunded 2008 Bonds and the Refunded 2010 Bonds and provided the notice of redemption to the 2008 Paying Agent and the 2010 Paying Agent, respectively.

SECTION 25. Upon the recommendation of the Municipal Advisor, the Mayor and/or the Clerk are hereby authorized (but not required) to apply for a commitment for municipal bond insurance or any other form of credit enhancement from an insurance company providing financial guaranty insurance policies or financial institutions providing credit enhancement for bonds such as the Bonds (the "**Credit Provider**"). The Mayor and/or the Clerk are further authorized to execute and deliver commitments for the provision of credit enhancement and any additional documents and certificates, which are required by any Credit Provider to provide such credit enhancement in connection with the issuance of the Bonds. Any changes, insertions and omissions to the documents authorized herein, as may be required by the Credit Provider, in connection with the Bonds are to be approved by the Mayor, the execution of the commitment for said credit enhancement being conclusive evidence of such approval. In anticipation of the provisions of credit enhancement by any Credit Provider, the City hereby approves the references to the Credit Provider and such credit enhancement, and related documents, in the attached documents and the deletion or revision, as applicable, of said references if no credit enhancement is obtained in connection with the Bonds.

SECTION 26. The Mayor, with the advice of the Municipal Advisor and Bond Counsel, is hereby authorized and directed to appoint a verification agent (the “**Verification Agent**”) in connection with the Bonds and the Refunded Bonds. The Verification Agent will verify the arithmetical accuracy of certain computations prepared by the Underwriter which show the present value difference between the debt service on the Bonds and the debt service on the Refunded Bonds.

SECTION 27. Under the 2008 Bond Resolution and the Refinancing Act, upon the issuance of the Bonds, the Refunded 2008 Bonds selected for refunding will be legally and economically defeased.

SECTION 28. Under the 2010 Bond Resolution and the Refinancing Act, upon the issuance of the Bonds, the Refunded 2010 Bonds selected for refunding will be legally and economically defeased.

SECTION 29. Notwithstanding any other provisions of this resolution, it is the intent of the Governing Body that each member of the Governing Body, including the Mayor and the Clerk, are hereby authorized to execute any and all documents, instruments and papers, and any and all acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bonds.

SECTION 30. The Mayor be, and is hereby directed, to take all actions necessary to secure an appropriate rating(s) on the Bonds.

SECTION 31. Butler Snow is hereby authorized to serve as Bond Counsel. The Engagement Letter, in the form submitted to this meeting and attached hereto as **EXHIBIT F**, shall be, and the same hereby is, approved in substantially said form. The Mayor and Clerk and any other Authorized Officer of the City are hereby authorized and directed to execute and deliver the Engagement Letter with such changes, insertions and revisions therein as such officers, as representatives of the Governing Body, may, in their opinions, determine to be required, said execution being conclusive evidence of such approval. Further, Butler Snow is hereby authorized to serve as issuer counsel to the City.

SECTION 32. Raymond James & Associates, Inc., Memphis, Tennessee, is hereby selected as Underwriter or Placement Agent in connection with the placement of the Bonds. The City is hereby requested to execute the attached G-17 letter (the “**G-17 Letter**”) attached hereto as **EXHIBIT G**. The Mayor and Clerk and any other Authorized Officer of the City hereby authorized to execute said G-17 Letter.

SECTION 33. Government Consultants, Inc., Madison, Mississippi, is hereby authorized to serve as Independent Registered Municipal Advisor to the City. The City is hereby requested to execute the attached Independent Registered Municipal Advisor (IRMA) Representation letter (the “**M/A IRMA Letter**”), attached hereto as **EXHIBIT H**. The Mayor and Clerk and any other Authorized Officer of the City are hereby authorized to execute said M/A IRMA Letter.

SECTION 34. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any person or firm or

corporation other than the City, the holders of the Bonds issued under the provisions of this resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution, and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds issued under the provisions of this resolution.

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

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

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

Alderperson _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman William Brooks	Voted: _____
Alderman Kristian Kelly	Voted: _____
Alderman Charlie Hoots	Voted: _____
Alderman George Payne	Voted: _____
Alderman Joel Gallagher	Voted: _____
Alderman John David Wheeler	Voted: _____
Alderman Raymond Flores	Voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 18th day of February, 2020.

(SEAL)

Mayor of the City of Southaven, Mississippi

City Clerk of the City of Southaven,
Mississippi

EXHIBIT A

BOND PURCHASE AGREEMENT

EXHIBIT B

PRIVATE PLACEMENT AGREEMENT

EXHIBIT C

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

ESCROW TRUST AGREEMENT

EXHIBIT E
FORM OF THE BONDS
[BOND FORM]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Number _____

\$ _____

UNITED STATES OF AMERICA
CITY OF SOUTHAVEN, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2020

**INTEREST
RATE**

**MATURITY
DATE**

**DATED
DATE**

CUSIP

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM:

CITY OF SOUTHAVEN, MISSISSIPPI (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), hereby acknowledges itself indebted and for value received hereby promises to pay to the registered owner named above or registered assigns, on the maturity date stated above, upon presentation and surrender of this Bond at the corporate trust office of _____ (such bank and any successor thereto hereinafter called collectively, the "Paying and Transfer Agent"), in _____, _____, the principal sum stated hereon in lawful money of the United States of America, and to pay to the registered owner hereof or registered assigns interest on such principal sum, in like money, from the dated date of this Bond until the maturity date hereof, at the interest rate per annum stated hereon, payable on the first day of ____ and ____ of each year, commencing _____

1, 20__, by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration records kept and maintained by the Paying and Transfer Agent as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date.

For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith, credit and resources of the City are irrevocably pledged. The Bonds (as hereinafter defined) are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The City's tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred monies to the 2020 Bond Fund for the Bonds, or has made other provisions for funds to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of this resolution. The City will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due, in accordance with the provisions of the Resolution.

This Bond is one of an authorized issue of General Obligation Refunding Bonds, Series 2020 of like date, tenor and effect, except as to rate of interest and date of maturity, aggregating the principal sum of _____ (\$ _____) (the "**Bonds**") issued by the City pursuant to and in conformity with the Constitution and laws of the State, including, among others, Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Act**"), and pursuant to a resolution duly adopted by the Mayor and Board of Aldermen of the City on February 18, 2020 (the "**Resolution**"), for the purpose of (a) currently refunding and defeasing all or a portion of the City's outstanding \$4,000,000 (original principal amount) General Obligation Bonds, Series 2008, dated July 1, 2008, (b) currently refunding and defeasing all or a portion of the City's outstanding \$3,225,000 (original principal amount) General Obligation Refunding Bonds, Series 2010, dated November 30, 2010, and (c) paying the costs incident to the sale and issuance of the Bonds. Reference is hereby made to the Resolution, copies of which are on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk, to all of the provisions of which the registered owner hereof assents by acceptance of this Bond.

This Bond is transferable only upon the records kept for that purpose at the corporate trust office of the Paying and Transfer Agent, upon surrender at said office, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent duly executed by the registered owner or such registered owner's authorized attorney, and thereupon a new Bond or Bonds of like maturity, interest rate and aggregate principal amount shall be issued to the transferee. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations. Bonds are issuable in the authorized denominations of \$5,000 or any integral multiple thereof. The issuance, transfer, exchange and replacement of the Bonds of this issue and other similar matters are governed by conditions on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk.

[The Bonds shall be subject to redemption prior to their respective maturities as follows:]

[TO COME]

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

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

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

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

(SEAL)

CITY OF SOUTHAVEN, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

PAYING AND TRANSFER AGENT'S CERTIFICATE

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

_____, as Paying and Transfer Agent

By _____
Authorized Signature

Date of Registration and Authentication: _____

STATE OF MISSISSIPPI)
) ss:
COUNTY OF DESOTO)

City Clerk

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

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

(Authorized Officer)

Insert Social Security Number or other Tax
Identification Number of Assignee

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

EXHIBIT F

BUTLER SNOW ENGAGEMENT LETTER

EXHIBIT G

RAYMOND JAMES G-17 LETTER

EXHIBIT H

GOVERNMENT CONSULTANT'S IRMA LETTER

EXHIBIT I
REDEMPTION NOTICE LETTERS

February 18, 2020

First Security Bank
275 Highway 6 West
Batesville, Mississippi 38606
Telephone: (662) 563-9311
Attention: **dmagee@firstsecuritybk.com**
tcampbell@firstsecuritybk.com

Re: Refunding of certain outstanding maturities of \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (the "**2008 Bonds**") maturing on July 1 in the years 2021 through 2028, both inclusive (the "**Refunded Bonds**"), and the optional redemption of the Refunded Bonds maturing on July 1 in the years 2021 through 2028, both inclusive (the "**Callable Bonds**")

Ladies and Gentlemen:

Pursuant to a resolution of the Mayor and Board of Aldermen (the "**Governing Body**") of the City of Southaven, Mississippi (the "**Issuer**"), adopted on February 18, 2020, the Issuer hereby directs the refunding of the Refunded Bonds and the optional redemption of the Callable Bonds, and the Issuer does hereby irrevocably exercise its option to call for redemption the outstanding Callable Bonds effective April 1, 2020, at par, and hereby directs First Security Bank, as the Paying Agent for the Refunded Bonds (the "**Paying Agent**"), to take any action required under the Bond Resolution, dated July 1, 2008, by and between the Issuer and the Paying Agent securing the Refunded Bonds (the "**2008 Bond Resolution**"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2008 Bond Resolution and the Paying Agent is hereby authorized to utilize the funds remitted to it from the refunding monies provided by the Issuer's General Obligation Refunding Bonds, Series 2020 (the "**Bonds**").

From the date of the issuance of the Bonds, the Paying Agent for the Refunded Bonds shall provide for the debt service due on the Refunded Bonds and the funds for the optional redemption of the Callable Bonds from the funds provided to it by the Issuer from a portion of the proceeds of the Bonds.

It is the responsibility of the Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2008 Bond Resolution.

Sincerely,

City of Southaven, Mississippi

By _____
Mayor

February 18, 2020

Hancock Whitney Bank
formerly Hancock Bank
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
Attention: **corporatetrustservices@hancockwhitney.com**

Re: Refunding of certain outstanding maturities of \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (the "**2010 Bonds**") maturing on November 1 in the years 2021 through 2024, both inclusive (the "**Refunded Bonds**"), and the optional redemption of the Refunded Bonds maturing on November 1 in the years 2021 through 2024, both inclusive (the "**Callable Bonds**")

Ladies and Gentlemen:

Pursuant to a resolution of the Mayor and Board of Aldermen (the "**Governing Body**") of the City of Southaven, Mississippi (the "**Issuer**"), adopted on February 18, 2020, the Issuer hereby directs the refunding of the Refunded Bonds and the optional redemption of the Callable Bonds, and the Issuer does hereby irrevocably exercise its option to call for redemption the outstanding Callable Bonds effective May 1, 2020, at par, and hereby directs Hancock Whitney Bank, formerly Hancock Bank, as the Paying Agent for the Refunded Bonds (the "**Paying Agent**"), to take any action required under the Bond Resolution, dated November 2, 2010, by and between the Issuer and the Paying Agent securing the Refunded Bonds (the "**2010 Bond Resolution**"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2010 Bond Resolution and the Paying Agent is hereby authorized to utilize the funds remitted to it from U. S. Bank National Association, Brandon, Mississippi (the "**Escrow Agent**"), said refunding monies provided from the proceeds of the Issuer's not to exceed \$3,500,000 General Obligation Refunding Bonds, Series 2020 (the "**Bonds**").

From the date of the issuance of the Bonds, the Paying Agent for the Refunded Bonds shall provide for the debt service due on the Refunded Bonds and the funds for the optional redemption of the Callable Bonds from the funds provided to it by the Escrow Agent, acting for and on behalf of the Issuer, from a portion of the proceeds of the Bonds.

It is the responsibility of the Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2008 Bond Resolution.

Sincerely,

City of Southaven, Mississippi

By _____
Mayor

February 4, 2020

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

Re: Disclosures by Underwriter/Placement Agent
Pursuant to MSRB Rule G-17
City of Southaven, Mississippi General Obligation Refunding Bonds, Series
2020

Dear Mayor Musselwhite:

We are writing to provide you, as Mayor of the City of Southaven (Issuer), and an official of the Issuer with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹.

The Issuer has engaged Raymond James & Associates, Inc. ("RJA"), to serve as an underwriter/placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter/placement agent, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds

I. Disclosures Concerning the Underwriter/Placement Agent's Role:

(i) MSRB Rule G-17 requires an underwriter/placement agent to deal fairly at all times with both municipal issuers and investors.

(ii) The primary role of the underwriter/placement agent is to purchase the Bonds or procure one or more purchasers for the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter/placement agent has financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriter/placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

(iv) The underwriter/placement agent has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors/purchasers at prices that are fair and reasonable.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

(v) The underwriter/placement agent will review the official statement/offering document for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction².

II. Disclosures Concerning the Underwriter/Placement Agent's Compensation:

The underwriter/placement agent will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement or placement agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter/placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Additional Conflicts and Business Relationships Disclosures:

RJA has identified the following additional potential or actual material conflicts or business relationships we wish to call to your attention:

- o In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.
- o In the ordinary course of its business, RJA and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates for which they received or will receive customary fees and expenses.
- o We understand that the Issuer may use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities ("Refunded Bonds"). To the extent that RJA or an affiliate thereof owns Refunded Bonds, RJA or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

IV. Disclosures Concerning Structure of Municipal Securities Financing:

Since RJA has recommended to the Issuer a financing structure that may be considered a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

material financial risks of the financing that are known to the underwriter/placement agent and reasonably foreseeable at this time.

In accordance with the requirements of MSRB Rule G-17, if RJA recommends a “complex municipal securities financing” to the Issuer that is not otherwise described herein, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter/placement agent and reasonably foreseeable at that time.

If you or any other Issuer official has any questions or concerns about these disclosures, then please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under MSRB Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds.
We appreciate your business.

Sincerely,



Lindsey Rea
Managing Director
RAYMOND JAMES & ASSOCIATES, INC.

Acknowledgement:

Signature: _____ Date: _____
Mayor Darren Musselwhite
City of Southaven

CC: Butler Snow LLP, Bond Counsel
Government Consultants, Municipal Advisor
Butler Snow LLP, Issuer's Counsel

Fixed Rate Structure Disclosure

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds. If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your particular issue.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically

pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following

Issuer Default Risk

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited. This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

The Mayor and Board of Aldermen (the “**Governing Body**”) of the City of Southaven, Mississippi (the “**City**”), took up for consideration the matter of refunding certain prior bonds of the City, and after a discussion of the subject matter, Alderperson _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING AND DIRECTING THE ISSUANCE OF NOT TO EXCEED \$3,500,000 CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020 (THE “BONDS”) FOR THE PURPOSE OF CURRENTLY REFUNDING AND DEFEASING ALL OR A PORTION OF THE OUTSTANDING (A) \$4,000,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2008, DATED JULY 1, 2008 (THE “REFUNDED 2008 BONDS”) AND (B) \$3,225,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010, DATED NOVEMBER 30, 2010 (THE “REFUNDED 2010 BONDS” AND TOGETHER WITH THE REFUNDED 2008 BONDS, THE “REFUNDED BONDS”); PRESCRIBING THE FORM AND DETAILS OF THE BONDS; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF THE BONDS; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH THE BONDS; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF THE BONDS; APPROVING THE FORM OF AND THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE BONDS; DIRECTING THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN ESCROW TRUST AGREEMENT IN CONNECTION WITH THE BONDS AND THE REFUNDED 2010 BONDS; AND FOR RELATED PURPOSES.

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

WHEREAS, the Governing Body, acting for and on behalf of the City, previously authorized the issuance of its \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (the “**2008 Bonds**”) for the purpose of purchasing land for parks and public playgrounds, and other recreational facilities, and improving, equipping and adorning same; purchasing fire-fighting equipment and apparatus,

and providing housing for same, and purchasing land therefor; and other related improvements within the City; and

WHEREAS, the 2008 Bonds were issued pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “**City Act**” and together with the Refinancing Act, the “**Act**”), and a resolution of the Governing Body adopted July 1, 2008 (the “**2008 Bond Resolution**”); and

WHEREAS, the Governing Body, acting for and on behalf of the City, previously authorized the issuance of its \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (the “**2010 Bonds**”) for the purpose of (i) prepaying and current refunding the City’s \$5,000,000 (original principal amount) Promissory Note dated June 7, 2002, which 2002 Note secured a portion of the proceeds of the Mississippi Development Bank Special Obligation Bonds (Capital Projects and Equipment Acquisition Program), Series 2001A, dated March 6, 2001, and (ii) paying the costs of issuance; and

WHEREAS, the 2010 Bonds were issued pursuant to the City Act and a resolution of the Governing Body adopted November 2, 2010 (the “**2010 Bond Resolution**”); and

WHEREAS, the City is desirous of refunding all or a portion of the outstanding 2008 Bonds and the 2010 Bonds for interest rate savings; and

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

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

WHEREAS, it has been determined that all or a portion of the outstanding maturities of the 2008 Bonds (collectively, the “**Refunded 2008 Bonds**”) and all or a portion of the outstanding maturities of the 2010 Bonds (collectively, the “**Refunded 2010 Bonds**” and together with the Refunded 2008 Bonds, the “**Refunded Bonds**”), are candidates for being refunded under the Refinancing Act; and

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

WHEREAS, the Refinancing Act authorizes the Governing Body, among other things, to provide for the terms and details of such refunding bonds, to sell such refunding bonds at public or private sale (which sale shall be on such terms and in such manner as the Governing Body shall determine to be in the City's best interest), to make arrangements for the retirement of the Refunded Bonds and to make all other arrangements relating to such refunding bonds; and

WHEREAS, the Governing Body has determined that the sale of such refunding bonds through private sale will provide the Governing Body with the greatest degree of flexibility in

the marketing of such refunding bonds and will ensure the most favorable long term interest rates and will thereby maximize the interest savings for the City; and

WHEREAS, the Governing Body hereby designates Raymond James & Associates, Inc., Memphis, Tennessee, as underwriter (the “**Underwriter**”), in connection with the sale and issuance of the Refunded Bonds; and

WHEREAS, the Refunded Bonds will be sold to the Underwriter pursuant to the terms and provisions of a Bond Purchase Agreement, to be dated as of the date of the sale of the Bonds (as defined herein) (the “**Bond Purchase Agreement**”), by and between the Underwriter and the City; and

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

(a) the Bond Purchase Agreement providing for the terms and conditions of the sale of the Bonds to the Underwriter,

(b) an Escrow Trust Agreement (the “**Escrow Agreement**”) providing for the payment and redemption of the Refunded Bonds, and

(c) a Preliminary Official Statement (the “**Preliminary Official Statement**”) describing such refunding bonds, the Refunded Bonds and other matters in connection with the sale and issuance of the Bonds; and

WHEREAS, to provide the City with greater economies, the Underwriter, in its role as placement agent for the City (in such capacity, the “**Placement Agent**”) may be able to sell the Bonds to one or more designated purchasers (collectively, the “**Purchaser**”) at a private, negotiated sale all as authorized by the Refinancing Act (the “**Private Placement Transaction**”), in accordance with a Private Placement Agreement by and between the City and the Placement Agent (the “**Private Placement Agreement**”) and in order to provide the City with such economies, there has been prepared and submitted to the City the form of the Private Placement Agreement; and

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

WHEREAS, all conditions, acts and things required by the Refinancing Act and the Constitution and laws of the State of Mississippi (the “**State**”) to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this resolution, the sale and issuance of such refunding bonds have happened and have been performed in regular and due time, form and manner as required by law; and

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

WHEREAS, as of October 15, 2019, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$612,370,809, and the issuance of the Bonds proposed to be issued pursuant to the Act, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness that exceeds the limitations of applicable constitutional or statutory limitation upon indebtedness which may be incurred by the City.

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

SECTION 1. This resolution is adopted pursuant to the Refinancing Act, the City Act and other applicable laws of the State and all matters and things recited in the premises and preamble of this resolution are found and determined to be true and accurate.

SECTION 2. Proceeding under the authority of the Refinancing Act, there shall be and there are hereby authorized and directed to be issued the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2020 (the “**Bonds**”) in an aggregate principal amount not to exceed \$3,500,000. The Bonds are being issued to currently refund and defease all or a portion of the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds. Principal and interest on the Bonds shall be payable on such dates, at such rate or rates and in such amounts as provided in the Bond Purchase Agreement or the Private Placement Agreement, which provisions shall be finalized on the date the Bond Purchase Agreement or Private Placement Agreement is executed by the Underwriter and the City.

SECTION 3. The Governing Body hereby finds and determines that (a) the Refinancing Act provides that the Bonds may be secured by a pledge of the same source of security as the Refunded Bonds, or such other security as the Governing Body may lawfully pledge, or both; (b) the net proceeds of the Bonds shall be applied to the refunding and defeasance of the Refunded Bonds and the payment of the costs of issuance related to the Bonds; (c) the Bonds shall not be issued unless all of the requirements of the Refinancing Act and other applicable laws of the State are met, including without limitation, the requirement of at least a two percent (2%) net present value savings for the Refunded Bonds; (d) pursuant to the Refinancing Act, the 2008 Bond Resolution and the 2010 Bond Resolution, the Bonds shall be general obligations of the City and the full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on the Bonds; (e) the aggregate principal amount of the Bonds shall not exceed \$3,500,000; and (f) the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Refinancing Act.

SECTION 4. (a) Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Underwriter at private sale pursuant to the terms and provisions of the Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**. The Mayor of the Governing Body (the “**Mayor**”), acting for and on behalf of the City, is hereby authorized and directed to negotiate with the Underwriter for the sale of the Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Bonds, (b) the redemption provisions of the Bonds, (c) the interest rates to be borne by the Bonds, (d) the maturity date of the Bonds, (e) the Refunded Bonds to be refinanced

with the proceeds of the Bonds, (f) the principal and interest payment dates for the Bonds, and to make all final determinations necessary to structure the Bonds. The Bond Purchase Agreement in substantially such form is hereby approved in all respects and, subject to the provisions of this Section and Sections 3 and 6 hereof, the Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by the Mayor, said execution being conclusive evidence of such approval.

(b) If in the opinion of the Underwriter and Government Consultants, Inc., Madison, Mississippi, as Municipal Advisor (the “**Municipal Advisor**”) to the City, a Private Placement Transaction will produce greater economics for the City, the form of the Private Placement Agreement attached hereto as **Exhibit B** as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The Mayor and the City Clerk of the City (the “**Clerk**”) are hereby authorized and directed to execute and deliver the Private Placement Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval.

(c) Any Bonds sold in a Private Placement Transaction (a) shall be issued in the principal denominations of \$100,000 and increments of \$1,000 each thereafter, or integral multiples thereof up to the amount of a single maturity, (b) shall be subject to redemption in the manner, to the extent and with such notice as stated in the Private Placement Agreement, (c) shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Private Placement Agreement, (d) shall be authenticated and delivered to, upon the order of or as directed by the Purchaser thereof upon payment of the purchase price of the Bonds in accordance with the Private Placement Agreement, and (e) may or may not have CUSIP numbers assigned thereto as specified in the Private Placement Agreement.

The City hereby authorizes and approves the appointment of Raymond James & Associates, Inc., Memphis, Tennessee, as placement agent regarding the placement of the Bonds and further authorizes and approves appropriate revisions to any and all documents as may be necessary to reflect a Private Placement Transaction.

SECTION 5. (a) In consideration of the purchase and acceptance of any and all of the Bonds by the registered owners thereof, this resolution shall constitute a contract between the City and the registered owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the registered owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

(b) The Bonds shall be general obligations of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds. For the purposes of effectuating and providing for the payment of the principal of and interest on the Bonds, as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have

been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds, in accordance with the provisions of this resolution. The City's tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred monies to the 2020 Bond Fund for the Bonds, or has made other provisions for funds to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of this resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 5(b), such failure shall not impair the right of the registered owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 6. The Bonds shall be dated the date of their delivery and shall bear interest from said date at the rates per annum to be set forth in the Bond Purchase Agreement or Private Placement Agreement, as the case may be; provided, however, that the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Refinancing Act, and shall mature no later than July 1, 2028 for the Refunded 2008 Bonds and November 1, 2024 for the Refunded 2010 Bonds, in the years and in the principal amounts to be set forth in the Bond Purchase Agreement or Private Placement Agreement, as the case may be.

SECTION 7. The Bonds shall be initially issued and held under a book-entry system as fully registered bonds issued in the denominations of \$5,000 or any integral multiple thereof and shall be numbered separately from 1 upwards without regard to maturity; provided, however, if the Bonds are sold pursuant to a Private Placement Transaction authorized in Section 4(b) of the resolution, the Bonds shall be issued as provided in Section 4(c) of this resolution.

SECTION 8. (a) Notwithstanding anything to the contrary in this resolution, so long as the Bonds are being held under a book-entry system, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by the Securities Depository. For purposes of this resolution, "Securities Depository" shall mean a recognized securities depository (or its successor or substitute) selected by the City to act as the securities depository maintaining a book-entry transfer system for the Bonds.

(b) As long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the registered owner of the Bonds for the purpose of (1) paying the principal of or interest on such Bonds, (2) giving any notice permitted or required to be given to registered owners of the Bonds under this resolution, (3) registering the transfer of such Bonds, and (4) requesting any consent or other action to be taken by the registered owners of such Bonds, and for all other purposes whatsoever, and neither the City nor the Paying and Transfer Agent (as hereinafter defined) shall be affected by any notice to the contrary. For the purposes of this resolution, "Securities Depository Nominee" shall mean, with respect to the Bonds and as to any Securities Depository, such Securities Depository or the nominee of such

Securities Depository in whose name the Bonds shall be registered on the registration records of the City maintained by the Paying and Transfer Agent pursuant to Section 16 hereof during the time such Bonds are held under a book-entry system through such Securities Depository.

(c) Neither the City nor the Paying and Transfer Agent shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as registered owner of such Bonds.

(d) The Paying and Transfer Agent shall pay all principal of and interest on the Bonds issued under the book-entry system, only to the Securities Depository, or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and interest on such Bonds.

(e) In the event that the Governing Body determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository and the Paying and Transfer Agent of such determination. In such event, the City shall execute and the Paying and Transfer Agent shall, pursuant to subsequent resolution of the Governing Body, authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository. Such certificates shall be in fully registered form and transferable only upon the registration records of the City maintained by the Paying and Transfer Agent, by the registered owner thereof or by such registered owner's attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or such registered owner's duly authorized attorney in accordance with this resolution.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the registered owners of the Bonds by the City or by the Paying and Transfer Agent with respect to any consent or other action to be taken by the registered owners, the City or the Paying and Transfer Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(h) The Bonds shall be issued initially under the book-entry system maintained by The Depository Trust Company, New York, New York ("**DTC**") and shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Bonds. As long as the Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Bonds and notices shall be made and given, respectively, to DTC.

SECTION 9. The Bonds may be subject to redemption prior to their respective maturities as provided in the Bond Purchase Agreement or the Private Placement Agreement, as the case may be, which redemption provisions shall be finalized on the date the Bond Purchase Agreement or Private Placement Agreement, as the case may be, is executed by the Underwriter and the City.

SECTION 10. The principal of said Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due at U. S. Bank National Association, Brandon, Mississippi (the “**Paying and Transfer Agent**”). Interest will be payable by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on, the registration records of the City maintained by the Paying and Transfer Agent for the Bonds pursuant to the provisions of Section 16 hereof.

SECTION 11. The Preliminary Official Statement, in the form submitted to this meeting and attached hereto as **Exhibit C**, shall be, and the same hereby is, approved in substantially said form with such changes, omissions, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in the Mayor’s opinion determine to be required. The Governing Body deems the Preliminary Official Statement to be “final” as required by SEC Rule 15c2-12(b)(1). The actions of the Mayor and all other persons in connection with the preparation of the Preliminary Official Statement are hereby ratified and confirmed. The Mayor is hereby authorized and directed to distribute the Preliminary Official Statement to the Underwriter and to cause to be prepared and to execute and deliver a final Official Statement in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions from the Preliminary Official Statement as may be approved by such officer, said execution being conclusive evidence of such approval.

SECTION 12. The Escrow Agreement, in the form submitted to this meeting and attached hereto as **Exhibit D**, shall be, and the same hereby is, approved in substantially said form. The Mayor is hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in the Mayor’s opinion determine to be required, said execution being conclusive evidence of such approval. In compliance with the Refinancing Act, the Mayor is hereby authorized and directed to appoint U. S. Bank National Association, Brandon, Mississippi, to serve as escrow agent (the “**Escrow Agent**”) under the Escrow Agreement. A portion of the proceeds of the Bonds held by the Escrow Agent shall be invested only as provided for by the Escrow Agreement and the Refinancing Act.

The City hereby authorizes the Escrow Agent to make the initial application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities – State and Local Government Series (the “**SLGS**”) in connection with the investment requirements under the terms and conditions of the Escrow Agreement. In the event the purchase of SLGS is unavailable or the purchase of open market securities is more beneficial to the City, the City authorizes the purchase of open market securities in connection with the investment requirements under the terms and conditions of the Escrow Agreement and authorizes the Mayor or the Clerk to execute any documents necessary and related to the purchase of open market securities, including (a) the

engagement of Raymond James & Associates, Inc., any affiliate thereof, or other agent, to act for and on behalf of the City, if necessary, as escrow bidding agent for the open market escrow securities required by the Escrow Agreement, (b) the Mayor and/or City Clerk to provide approval of any award in connection with obtaining open market escrow securities, and (c) any other actions required to obtain market escrow securities to complete the refunding of the Refunded 2010 Bonds, including without limitation, the engagement of a verification agent in connection therewith.

SECTION 13. The City covenants to comply with each requirement of the Internal Revenue Code of 1986, as amended (the “**Code**”), necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate to be executed and delivered concurrently with the issuance of the Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, bonds or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 14. Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended (the “**Registered Bond Act**”), the Bonds shall be executed by the manual or facsimile signature of the Mayor and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk and the Bonds shall be authenticated by the Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate each Bond by executing the Paying and Transfer Agent's Certificate thereon and no Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on each Bond, shall be executed by the Clerk and said certificate may be executed by the manual or facsimile signature of the Clerk. The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of this resolution and the Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Bonds, and the final, unqualified approving opinion of Butler Snow, LLP, Ridgeland, Mississippi, as Bond Counsel (the “**Bond Counsel**”). Prior to or simultaneously with the delivery by the Paying and Transfer Agent of any of the Bonds, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the City in connection with the authorization, sale, issuance and validation of the Bonds; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor and/or the Clerk, to authenticate and deliver the Bonds to or on behalf of the Underwriter. The Paying and Transfer Agent is authorized and directed to authenticate the Bonds and deliver them to or on behalf of the Underwriter upon payment of the purchase price of the Bonds to the City in

accordance with this resolution and the Bond Purchase Agreement or Private Placement Agreement. Certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs of the Bonds, shall be printed and delivered to the Paying and Transfer Agent, and held by the Paying and Transfer Agent until needed for transfer or reissuance, whereupon the Paying and Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Paying and Transfer Agent is hereby authorized upon the approval of the City to have printed from time to time as necessary additional certificates bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the City as of the date of original issue of the Bonds. When the Bonds shall have been executed as herein provided, they shall be registered as an obligation of the City in a record maintained for that purpose. The Clerk shall cause to be imprinted upon each Bond, over their facsimile signature and facsimile seal, a certificate certifying that the Bonds have been validated which certificate shall be in substantially the form set out in **Exhibit E** hereof.

SECTION 15. The form of the Bonds, the certificate to appear on the Bonds and the Paying and Transfer Agent's Certificate shall be in substantially the form attached hereto as **Exhibit E** and the Mayor be and is hereby authorized and directed to make such changes, insertions and omissions therein as may in the Mayor's opinion be required.

SECTION 16. The Governing Body hereby adopts, pursuant to the authority granted by the Act and the Registered Bond Act, the following conditions (the "**Conditions**") which are to apply to the transfer, exchange and replacement of the Bonds, and other similar matters.

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

"Paying and Transfer Agent" as used in these Conditions means, as to Bonds designated herein, the bank or banks designated by action of the Governing Body as the Paying and Transfer Agent with respect to the Bonds and whose duties and responsibilities shall be as further limited or set forth in the form of Bonds for such issue of Bonds and by Section 8 of this resolution.

The principal of all Bonds shall be payable at the corporate trust office of the Paying and Transfer Agent, and payment of the interest on each Bond shall be made by the Paying and Transfer Agent on each interest payment date to the person appearing on the registration records of the City (hereinafter provided for) as the registered owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, by check or draft mailed to such registered owner at such registered owner's address as it appears on such registration records. Payment of the principal of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

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

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

All Bonds shall be transferable only upon the registration records which shall be kept for that purpose at the corporate trust office of the Paying and Transfer Agent for the City, by the registered owner thereof in person or such registered owner's authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or such registered owner's authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Bond or Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Bond or Bonds surrendered. Bonds issued in connection with transfers shall be dated in the same manner provided above for the dating of Bonds issued in connection with exchanges.

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

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

Prior to the issuance or delivery of any Bond, whether upon original issuance, transfer, exchange or replacement, the Paying and Transfer Agent shall manually execute the certificate of authentication provided thereon. No Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying and Transfer Agent. Such certificate of the

Paying and Transfer Agent upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered.

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

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

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

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

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

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

SECTION 17. (a) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Paying and Transfer Agent separate records for the registration and transfer of the Bonds. The Paying and Transfer Agent is hereby appointed registrar for the Bonds, in which the City the Paying and Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

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

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

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

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

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

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

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

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

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

(d) Any corporation or association into which a Paying and Transfer Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying and Transfer Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either

the City or the successor Paying and Transfer Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying and Transfer Agent shall be satisfactory to the City and eligible under the provisions of Section 17(c)(4) hereof.

SECTION 18. The Bonds shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall thereafter be delivered to or as directed by the Underwriter.

SECTION 19. If (a) the City shall pay or cause to be paid to the owners of the Bonds the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees and expenses of the Paying and Transfer Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Bonds and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder. If the City shall pay or cause to be paid to the owners of outstanding Bonds of a particular maturity, the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

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

maturity other than at the option of the holder thereof or (b) Defeasance Securities which, if subject to redemption shall, nevertheless, in all events, regardless of when redeemed, provide sufficient and timely funds for payment of the principal of and interest on the Bonds to be paid thereby.

SECTION 20. As authorized by the Act, the Bonds shall be submitted to validation in the Chancery Court of DeSoto County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and to that end a certified transcript of all proceedings and other documents relating to the sale and issuance of the Bonds forthwith shall be prepared and forwarded to the State's Bond Attorney by Bond Counsel and the Clerk.

SECTION 21. (a) The City shall maintain with a qualified depository thereof a fund (the “**2020 Bond Fund**”) in its name for the payment of the principal of and interest on the Bonds and the payment of the Paying and Transfer Agents' fees in connection therewith. There shall be deposited into the 2020 Bond Fund as and when received:

- (1) the accrued interest, if any, received upon delivery of the Bonds;
- (2) the avails of any of the ad valorem taxes levied and collected pursuant to Section 5 hereof;
- (3) any income received from investment of monies in the 2020 Bond Fund;
and
- (4) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body in its discretion, may direct to be deposited into the 2020 Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2020 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying and Transfer Agent in time to reach said Paying and Transfer Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 22. A portion of the principal proceeds received upon the sale of the Bonds shall be deposited with (a) First Security Bank, the paying agent for the 2008 Bonds (the “**2008 Paying Agent**”) and used by the 2008 Paying Agent for the payment of the principal of and interest on the Refunded 2008 Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on the Refunded 2008 Bonds; and (b) the Escrow Agent as provided in the Escrow Agreement. A portion of the proceeds of the Bonds shall be deposited in the Cost of Issuance Account (as defined in the Escrow Agreement) and used by the Escrow Agent to pay all legal fees and expenses including those of Bond Counsel, City Counsel, fees and expenses of Municipal Advisor, Paying and Transfer Agent fees and expenses, premiums, commissions, rating fees, state bond attorney fees and validation costs, and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. The portion of the proceeds of the Bonds shall be deposited in the Escrow Account (as defined in the Escrow Agreement) and used by the

Escrow Agent for the payment of the principal of and interest on the Refunded 2010 Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on the Refunded 2010 Bonds.

SECTION 23. Either the Mayor or the Clerk is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Escrow Agent to pay on the closing date of the Bonds the costs of issuance of the Bonds; provided, however, the total costs of issuance for the Bonds shall not exceed five percent (5%) of the par amount of the Bonds, which excludes, if applicable, the premium for municipal bond insurance and Underwriter's discount or original issue discount for the sale of the Bonds.

SECTION 24. The Governing Body, acting for and on behalf of the City, hereby irrevocably elects and directs that the Refunded Bonds selected for refunding shall be redeemed on such date as may be determined by the Mayor, with the advice of the Municipal Advisor, to be in the best interest of the City and that is in compliance with the terms and provisions of the 2008 Bond Resolution, the 2010 Bond Resolution and the Refinancing Act. The City is hereby authorized and directed to notify (a) the 2008 Paying Agent, pursuant to the terms and provisions of the 2008 Bond Resolution, of the refunding of the Refunded 2008 Bonds, and the 2008 Paying Agent is hereby authorized and directed to provide notice of the redemption of the Refunded 2008 Bonds to the holders of such Refunded 2008 Bonds pursuant to the terms and provisions of the 2008 Bond Resolution; and (b) Hancock Whitney Bank, formerly Hancock Bank, as paying agent for the 2010 Bonds (the "**2010 Paying Agent**"), pursuant to the terms and provisions of the 2010 Bond Resolution, of the refunding of the Refunded 2010 Bonds, and the 2010 Paying Agent is hereby authorized and directed to provide notice of the redemption of the Refunded 2010 Bonds to the holders of such Refunded 2010 Bonds pursuant to the terms and provisions of the 2010 Bond Resolution. The form of the notice of redemption for the Refunded 2008 Bonds and the Refunded 2010 Bonds is attached hereto as **Exhibit I**. Either the Mayor or the Clerk is hereby authorized and directed to sign the notice of redemption for the Refunded 2008 Bonds and the Refunded 2010 Bonds and provided the notice of redemption to the 2008 Paying Agent and the 2010 Paying Agent, respectively.

SECTION 25. Upon the recommendation of the Municipal Advisor, the Mayor and/or the Clerk are hereby authorized (but not required) to apply for a commitment for municipal bond insurance or any other form of credit enhancement from an insurance company providing financial guaranty insurance policies or financial institutions providing credit enhancement for bonds such as the Bonds (the "**Credit Provider**"). The Mayor and/or the Clerk are further authorized to execute and deliver commitments for the provision of credit enhancement and any additional documents and certificates, which are required by any Credit Provider to provide such credit enhancement in connection with the issuance of the Bonds. Any changes, insertions and omissions to the documents authorized herein, as may be required by the Credit Provider, in connection with the Bonds are to be approved by the Mayor, the execution of the commitment for said credit enhancement being conclusive evidence of such approval. In anticipation of the provisions of credit enhancement by any Credit Provider, the City hereby approves the references to the Credit Provider and such credit enhancement, and related documents, in the attached documents and the deletion or revision, as applicable, of said references if no credit enhancement is obtained in connection with the Bonds.

SECTION 26. The Mayor, with the advice of the Municipal Advisor and Bond Counsel, is hereby authorized and directed to appoint a verification agent (the “**Verification Agent**”) in connection with the Bonds and the Refunded Bonds. The Verification Agent will verify the arithmetical accuracy of certain computations prepared by the Underwriter which show the present value difference between the debt service on the Bonds and the debt service on the Refunded Bonds.

SECTION 27. Under the 2008 Bond Resolution and the Refinancing Act, upon the issuance of the Bonds, the Refunded 2008 Bonds selected for refunding will be legally and economically defeased.

SECTION 28. Under the 2010 Bond Resolution and the Refinancing Act, upon the issuance of the Bonds, the Refunded 2010 Bonds selected for refunding will be legally and economically defeased.

SECTION 29. Notwithstanding any other provisions of this resolution, it is the intent of the Governing Body that each member of the Governing Body, including the Mayor and the Clerk, are hereby authorized to execute any and all documents, instruments and papers, and any and all acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bonds.

SECTION 30. The Mayor be, and is hereby directed, to take all actions necessary to secure an appropriate rating(s) on the Bonds.

SECTION 31. Butler Snow is hereby authorized to serve as Bond Counsel. The Engagement Letter, in the form submitted to this meeting and attached hereto as **EXHIBIT F**, shall be, and the same hereby is, approved in substantially said form. The Mayor and Clerk and any other Authorized Officer of the City are hereby authorized and directed to execute and deliver the Engagement Letter with such changes, insertions and revisions therein as such officers, as representatives of the Governing Body, may, in their opinions, determine to be required, said execution being conclusive evidence of such approval. Further, Butler Snow is hereby authorized to serve as issuer counsel to the City.

SECTION 32. Raymond James & Associates, Inc., Memphis, Tennessee, is hereby selected as Underwriter or Placement Agent in connection with the placement of the Bonds. The City is hereby requested to execute the attached G-17 letter (the “**G-17 Letter**”) attached hereto as **EXHIBIT G**. The Mayor and Clerk and any other Authorized Officer of the City hereby authorized to execute said G-17 Letter.

SECTION 33. Government Consultants, Inc., Madison, Mississippi, is hereby authorized to serve as Independent Registered Municipal Advisor to the City. The City is hereby requested to execute the attached Independent Registered Municipal Advisor (IRMA) Representation letter (the “**M/A IRMA Letter**”), attached hereto as **EXHIBIT H**. The Mayor and Clerk and any other Authorized Officer of the City are hereby authorized to execute said M/A IRMA Letter.

SECTION 34. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any person or firm or

corporation other than the City, the holders of the Bonds issued under the provisions of this resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution, and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds issued under the provisions of this resolution.

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

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

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

Alderperson _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman William Brooks	Voted: _____
Alderman Kristian Kelly	Voted: _____
Alderman Charlie Hoots	Voted: _____
Alderman George Payne	Voted: _____
Alderman Joel Gallagher	Voted: _____
Alderman John David Wheeler	Voted: _____
Alderman Raymond Flores	Voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 18th day of February, 2020.

(SEAL)

Mayor of the City of Southaven, Mississippi

City Clerk of the City of Southaven,
Mississippi

EXHIBIT A
BOND PURCHASE AGREEMENT

EXHIBIT B

PRIVATE PLACEMENT AGREEMENT

EXHIBIT C

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

ESCROW TRUST AGREEMENT

EXHIBIT E
FORM OF THE BONDS
[BOND FORM]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Number _____

\$ _____

UNITED STATES OF AMERICA
CITY OF SOUTHAVEN, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2020

**INTEREST
RATE**

**MATURITY
DATE**

**DATED
DATE**

CUSIP

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM:

CITY OF SOUTHAVEN, MISSISSIPPI (the “**City**”), a body politic existing under the Constitution and laws of the State of Mississippi (the “**State**”), hereby acknowledges itself indebted and for value received hereby promises to pay to the registered owner named above or registered assigns, on the maturity date stated above, upon presentation and surrender of this Bond at the corporate trust office of _____ (such bank and any successor thereto hereinafter called collectively, the “**Paying and Transfer Agent**”), in _____, _____, the principal sum stated hereon in lawful money of the United States of America, and to pay to the registered owner hereof or registered assigns interest on such principal sum, in like money, from the dated date of this Bond until the maturity date hereof, at the interest rate per annum stated hereon, payable on the first day of ____ and ____ of each year, commencing _____

1, 20__, by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration records kept and maintained by the Paying and Transfer Agent as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date.

For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith, credit and resources of the City are irrevocably pledged. The Bonds (as hereinafter defined) are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The City's tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred monies to the 2020 Bond Fund for the Bonds, or has made other provisions for funds to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of this resolution. The City will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due, in accordance with the provisions of the Resolution.

This Bond is one of an authorized issue of General Obligation Refunding Bonds, Series 2020 of like date, tenor and effect, except as to rate of interest and date of maturity, aggregating the principal sum of _____ (\$ _____) (the "**Bonds**") issued by the City pursuant to and in conformity with the Constitution and laws of the State, including, among others, Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Act**"), and pursuant to a resolution duly adopted by the Mayor and Board of Aldermen of the City on February 18, 2020 (the "**Resolution**"), for the purpose of (a) currently refunding and defeasing all or a portion of the City's outstanding \$4,000,000 (original principal amount) General Obligation Bonds, Series 2008, dated July 1, 2008, (b) currently refunding and defeasing all or a portion of the City's outstanding \$3,225,000 (original principal amount) General Obligation Refunding Bonds, Series 2010, dated November 30, 2010, and (c) paying the costs incident to the sale and issuance of the Bonds. Reference is hereby made to the Resolution, copies of which are on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk, to all of the provisions of which the registered owner hereof assents by acceptance of this Bond.

This Bond is transferable only upon the records kept for that purpose at the corporate trust office of the Paying and Transfer Agent, upon surrender at said office, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent duly executed by the registered owner or such registered owner's authorized attorney, and thereupon a new Bond or Bonds of like maturity, interest rate and aggregate principal amount shall be issued to the transferee. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations. Bonds are issuable in the authorized denominations of \$5,000 or any integral multiple thereof. The issuance, transfer, exchange and replacement of the Bonds of this issue and other similar matters are governed by conditions on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk.

[The Bonds shall be subject to redemption prior to their respective maturities as follows:]

[TO COME]

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

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

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

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

(SEAL)

CITY OF SOUTHAVEN, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

PAYING AND TRANSFER AGENT'S CERTIFICATE

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

_____, as **Paying and Transfer Agent**

By _____
Authorized Signature

Date of Registration and Authentication: _____

STATE OF MISSISSIPPI)
) ss:
COUNTY OF DESOTO)

City Clerk

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

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

(Authorized Officer)

Insert Social Security Number or other Tax Identification Number of Assignee

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

EXHIBIT F

BUTLER SNOW ENGAGEMENT LETTER

EXHIBIT G

RAYMOND JAMES G-17 LETTER

EXHIBIT H

GOVERNMENT CONSULTANT'S IRMA LETTER

EXHIBIT I
REDEMPTION NOTICE LETTERS

February 18, 2020

First Security Bank
275 Highway 6 West
Batesville, Mississippi 38606
Telephone: (662) 563-9311
Attention: **dmagee@firstsecuritybk.com**
tcampbell@firstsecuritybk.com

Re: Refunding of certain outstanding maturities of \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (the "**2008 Bonds**") maturing on July 1 in the years 2021 through 2028, both inclusive (the "**Refunded Bonds**"), and the optional redemption of the Refunded Bonds maturing on July 1 in the years 2021 through 2028, both inclusive (the "**Callable Bonds**")

Ladies and Gentlemen:

Pursuant to a resolution of the Mayor and Board of Aldermen (the "**Governing Body**") of the City of Southaven, Mississippi (the "**Issuer**"), adopted on February 18, 2020, the Issuer hereby directs the refunding of the Refunded Bonds and the optional redemption of the Callable Bonds, and the Issuer does hereby irrevocably exercise its option to call for redemption the outstanding Callable Bonds effective April 1, 2020, at par, and hereby directs First Security Bank, as the Paying Agent for the Refunded Bonds (the "**Paying Agent**"), to take any action required under the Bond Resolution, dated July 1, 2008, by and between the Issuer and the Paying Agent securing the Refunded Bonds (the "**2008 Bond Resolution**"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2008 Bond Resolution and the Paying Agent is hereby authorized to utilize the funds remitted to it from the refunding monies provided by the Issuer's General Obligation Refunding Bonds, Series 2020 (the "**Bonds**").

From the date of the issuance of the Bonds, the Paying Agent for the Refunded Bonds shall provide for the debt service due on the Refunded Bonds and the funds for the optional redemption of the Callable Bonds from the funds provided to it by the Issuer from a portion of the proceeds of the Bonds.

It is the responsibility of the Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2008 Bond Resolution.

Sincerely,

City of Southaven, Mississippi

By _____
Mayor

February 18, 2020

Hancock Whitney Bank
formerly Hancock Bank
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
Attention: **corporatetrustservices@hancockwhitney.com**

Re: Refunding of certain outstanding maturities of \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (the "**2010 Bonds**") maturing on November 1 in the years 2021 through 2024, both inclusive (the "**Refunded Bonds**"), and the optional redemption of the Refunded Bonds maturing on November 1 in the years 2021 through 2024, both inclusive (the "**Callable Bonds**")

Ladies and Gentlemen:

Pursuant to a resolution of the Mayor and Board of Aldermen (the "**Governing Body**") of the City of Southaven, Mississippi (the "**Issuer**"), adopted on February 18, 2020, the Issuer hereby directs the refunding of the Refunded Bonds and the optional redemption of the Callable Bonds, and the Issuer does hereby irrevocably exercise its option to call for redemption the outstanding Callable Bonds effective May 1, 2020, at par, and hereby directs Hancock Whitney Bank, formerly Hancock Bank, as the Paying Agent for the Refunded Bonds (the "**Paying Agent**"), to take any action required under the Bond Resolution, dated November 2, 2010, by and between the Issuer and the Paying Agent securing the Refunded Bonds (the "**2010 Bond Resolution**"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2010 Bond Resolution and the Paying Agent is hereby authorized to utilize the funds remitted to it from U. S. Bank National Association, Brandon, Mississippi (the "**Escrow Agent**"), said refunding monies provided from the proceeds of the Issuer's not to exceed \$3,500,000 General Obligation Refunding Bonds, Series 2020 (the "**Bonds**").

From the date of the issuance of the Bonds, the Paying Agent for the Refunded Bonds shall provide for the debt service due on the Refunded Bonds and the funds for the optional redemption of the Callable Bonds from the funds provided to it by the Escrow Agent, acting for and on behalf of the Issuer, from a portion of the proceeds of the Bonds.

It is the responsibility of the Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2008 Bond Resolution.

Sincerely,

City of Southaven, Mississippi

By _____
Mayor



February 18, 2020

VIA EMAIL AND U.S. MAIL

Mayor & Board of Aldermen
City of Southaven, Mississippi
8710 Northwest Drive
Southaven, Mississippi 38671

Re: City of Southaven, Mississippi (the "City"), General Obligation Refunding Bonds in the Principal Amount Not to Exceed \$3,500,000 (the "Bonds")

Dear Mayor & Board of Aldermen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City in connection with the issuance of the above-referenced Bonds. We understand that the Bonds are being issued for the purpose of providing funds for the current refunding and defeasance of all or a portion of the City's (a) \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 and (b) \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010; and paying for costs of issuance of the Bonds (the "Project"), and will be secured by the full faith and credit of the City as authorized by Mississippi (the "State") law. It is also our understanding that the Bonds will be sold through a negotiated sale with Raymond James & Associates, Inc., Memphis, Tennessee.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents;
3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filings;
4. Review legal issues relating to the structure of the bond issue;

5. Pursue validation proceedings under State law;

6. If applicable, assist the City in preparing the official statement (the "**Official Statement**") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; and provided, that if we prepare an Official Statement then there will be a fee of not to exceed \$5,000 in addition to the fee quoted below.

7. Assist the City in presenting information to bond or bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds;

8. If applicable, draft the continuing disclosure undertaking of the City.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Bonds. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and its security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of Bond documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("**IRS**") or no action letters from the Securities and Exchange Commission ("**SEC**");

(c) Preparing Blue Sky or investment surveys with respect to the Bonds;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds;

(g) Except as described in paragraph 8 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds);

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City will assist with the issuance of the Bonds, particularly as to the authorization, execution and delivery of Bond documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds, or the final series thereof.

Nevertheless, subsequent to the Closing of the Bonds, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for the Bonds will not exceed \$32,000; plus any of the fees with respect to the preparation and distribution of the Official Statement describe above in Paragraph 6; and plus expenses for each series of the Bonds in an amount not to exceed \$2,500 for items such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses.

If the financing for the Bonds is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

Mayor & Board of Aldermen
City of Southaven, Mississippi
February 18, 2020
Page 5

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,



Elizabeth Clark

Enclosures

STATEMENT TO BE SIGNED BY CITY OF SOUTHAVEN, MS:

The execution by me of the above Engagement Letter was authorized by Resolution of the Mayor & Board of Aldermen of the City dated February 18, 2020. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CITY OF SOUTHAVEN, MS

By: _____
Mayor

Date: _____



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

February 18, 2020

Mayor and Board of Aldermen
City of Southaven, Mississippi
8710 Northwest Drive
Southaven, Mississippi 38671

Re: City of Southaven, Mississippi
Not to Exceed \$3,500,000 City of Southaven, Mississippi General Obligation Refunding Bonds,
Series 2020 (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing you to provide certain disclosures to you as representative of the City of Southaven, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer for the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer. The underwriter, if any, has financial and other interests that differ from the Issuer, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation bonds are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer pledges to use your ad valorem taxing power, if needed, to pay principal and interest.

This debt issuance is secured by a millage collected within the jurisdiction of the Issuer. The Issuer promises to collect the taxes and repay the debt to which it is pledged.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: Lynn Norris / tkw
Lynn Norris

RECEIPT ACKNOWLEDGEMENT

BY: _____ **dated as of approval February 18, 2020**
Signature Date
Darren Musselwhite, Mayor, City of Southaven, Mississippi
Authorized Representative's Name

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “**Escrow Agreement**”) is dated _____, 2020, by and between City of Southaven, Mississippi (the “**City**” or the “**Issuer**”), and U. S. Bank National Association, Brandon, Mississippi, as Escrow Agent (the “**Escrow Agent**”).

WITNESSETH:

WHEREAS, the City has issued its General Obligation Refunding Bonds, Series 2010 (the “**2010 Bonds**”), dated November 30, 2010, in the principal amount of \$3,225,000 and there remains outstanding \$_____,000; and

WHEREAS, the Issuer desires to refund the 2010 Bonds maturing on November 1 in the years 2021 through 2024¹, both inclusive (the “**Refunded Bonds**”); and

WHEREAS, the Issuer desires to optionally redeem the 2010 Bonds maturing on November 1 in the years 2021 through 2024¹, both inclusive (the “**Callable 2010 Bonds**”), on May 1, 2020, at par; and

WHEREAS, Sections 31-27-1 *et seq.*, of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the “**Act**”), authorizes the Issuer to issue general obligation refunding bonds in accordance with the terms of the Act, to provide funds to refund the Refunded Bonds; and

WHEREAS, the Issuer has adopted a resolution on February 18, 2020 authorizing the issuance of General Obligation Refunding Bonds, Series 2020, in the not to exceed amount of \$_____,000 (the “**Bonds**”), for the purpose of providing the funds necessary to currently refund the Refunded Bonds, and pay costs of issuance for the Bonds; and

WHEREAS, the Issuer has determined to refund the Refunded Bonds with a portion of the proceeds of the Bonds and other money lawfully available for such purpose, which refunding will result in present value debt service savings to the Issuer; and

WHEREAS, the Issuer has further determined to effectuate the refunding of the Refunded Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of proceeds of the Bonds and such other money made available in connection with such refunding, to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the City has determined to deposit with the Escrow Agent sufficient funds to purchase United States Treasury Securities - State and Local Government Series listed in **EXHIBIT A** hereto (the “**Escrowed Securities**”). The Escrowed Securities to be so deposited may not be redeemed at the option of the Issuer or any person other than the holder thereof and will mature in principal amounts and bear interest at such times so that sufficient monies will be

¹ Preliminary, subject to change.

available from such maturing principal and interest payments to pay, as the same either mature or become due, all principal of and interest on, the Refunded Bonds; and

NOW THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the full and timely payment of the principal of and the interest on the Refunded Bonds, the Issuer and the Escrow Agent contract and agree as follows:

SECTION 1. There is hereby established with the Escrow Agent a special and irrevocable escrow fund designated the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010 Escrow Fund (the “**2010 Escrow Fund**”) to be held in the custody of the Escrow Agent under the Escrow Agreement, separate and apart from other funds of the City or the Escrow Agent for the refunding of the Refunded Bonds.

SECTION 2. (a) Upon the initial delivery of the Bonds, a portion of the net sale proceeds of the Bonds will be deposited as follows: \$_____ shall be paid to the Escrow Agent for deposit into the 2010 Escrow Fund (the “**2010 Escrow Requirement**”) representing a portion of the proceeds of the Bonds, to be held in irrevocable escrow by the Escrow Agent pursuant to this Agreement and to be applied solely as provided for in this Agreement and the Bond Resolution. Such moneys are at least equal to an amount sufficient to purchase the principal amount of the Investment Securities as set forth in **EXHIBIT B** hereto and the aggregate principal amount of the Investment Securities as set forth in **EXHIBIT B** hereto, together with all interest due or to become due on such Investment Securities and any other moneys held in the Escrow Account, will be sufficient to pay when due and payable as provided for herein, principal and interest on the Refunded Bonds as such becomes due and payable and, upon redemption thereof, the Redemption Price of the Refunded Bonds. Notwithstanding the foregoing, if the amounts deposited in the Escrow Account are insufficient to pay upon redemption thereof, the Redemption Price of the Refunded Bonds, the City shall deposit in the Escrow Account the amount of any such deficiency immediately upon notice thereof from the Escrow Agent.

(b) There is further hereby created and established with the Escrow Agent a special and irrevocable trust fund designated as the Cost of Issuance Account (the “**Cost of Issuance Account**”), to be held by the Escrow Agent separate and apart from other funds of the City and the Escrow Agent. The City hereby deposits or causes to be deposited with the Escrow Agent immediately available funds in the amount of \$_____ representing a portion of the proceeds of the Bonds, to be held in irrevocable escrow by the Escrow Agent pursuant to this Agreement and to be applied solely as provided for in this Agreement and the Bond Resolution. Such moneys are to be used solely to pay the costs related to the sale and issuance of the Bonds. All moneys which remain in the Cost of Issuance Account after payment of such costs shall be paid to the City and used by the City to pay the principal of and interest on the Bonds.

SECTION 3. Promptly upon receipt by the Escrow Agent of the amount referenced in Section 2 above and deposited in the respective 2010 Escrow Fund, the Escrow Agent shall purchase the Escrowed Securities which are described in the attached **EXHIBIT A** and deposit the same into the 2010 Escrow Fund.

SECTION 4. The Escrow Agent is hereby irrevocably instructed to convey sufficient funds to Hancock Whitney Bank, Jackson, Mississippi, as the paying agent for the Refunded Bonds (the “**2010 Bonds Paying Agent**”) for the payment of the interest due on the Refunded Bonds on or before May 1, 2020 and for the redemption price of the outstanding Callable 2010 Bonds on May 1, 2020, at par, as set forth in the Verification Report, dated _____, 2020 (the “**Verification Report**”), from The Arbitrage Group, Inc., Buhl, Alabama, the Verification Agent (the “**Verification Agent**”), attached hereto as **EXHIBIT B**.

SECTION 5. (a) The City represents that the receipt of the principal of and interest on the Escrowed Securities, as applicable, in the 2010 Escrow Fund will assure that the amount on deposit in the 2010 Escrow Fund will be sufficient to provide money, as applicable, for the payment of (a) the interest due for the Refunded 2010 Bonds due through May 1, 2020 and (b) the redemption price of the Callable 2010 Bonds on May 1, 2020, at par, all as set forth in the Verification Report. If for any reason there is a deficiency in the amounts on deposit in the 2010 Escrow Fund, the Escrow Agent shall promptly notify the City and the City shall forthwith provide the Escrow Agent with cash and securities sufficient to make such payments.

(b) The City hereby directs the 2010 Paying Agent to redeem in accordance with the respective 2010 Bond Resolution all of the respective Refunded Obligations outstanding thereunder and the City, within 30 days of the Redemption Date in connection with the redemption of the Refunded Obligations all notices required under the respective 2010 Bond Resolution, the form of which is attached hereto as **Appendix C**.

SECTION 6. The Escrow Agent at all times shall hold the Escrowed Securities and all other assets of the 2010 Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the 2010 Escrow Fund to be commingled with any other funds or securities; and it shall hold and dispose of the assets of the 2010 Escrow Fund only as set forth herein. Escrowed Securities and other assets held in the 2010 Escrow Fund shall always be maintained by the Escrow Agent for the benefit of the holders of the Refunded 2010. The holders of the Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities in the 2010 Escrow Fund, as applicable, the proceeds thereof and all other assets of the 2010 Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right or title with respect thereto except as Escrow Agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the Issuer. All funds received at the maturity of each Escrowed Security will not be reinvested but will be deposited as cash amounts reinvested at a zero percent (0%) yield as provided in the Verification Report.

SECTION 7. Cash balances from time to time on deposit in the 2010 Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

SECTION 8. If the date for making any payment or the last date for performance of any

act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the City in which the principal corporate trust office of the Escrow Agent is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

SECTION 9. The escrow created hereby shall be irrevocable. The holders of the Refunded Bonds shall have an express lien on all principal amount of and interest income on the Escrowed Securities, as applicable, and any other funds deposited in the applicable Escrow Fund until used and applied in accordance with this Escrow Agreement. The matured principal of and interest income from the Escrowed Securities shall be applied solely as provided in this Escrow Agreement.

SECTION 10. (a) The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof.

(b) In the event of the Escrow Agent's failure to account for any of the Escrowed Securities, or monies received by it, said Escrowed Securities or monies shall be and remain the property of the City in trust for the holders of the Refunded Bonds, as herein provided, and if for any reason such Escrowed Securities or monies are not transferred to the 2010 Bonds Paying Agent as provided in Section 4 herein, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required transfer shall be made.

SECTION 11. This Escrow Agreement shall terminate when all transactions required to be made by the Escrow Agent under the provisions hereof shall have been made. Any monies remaining in the 2010 Escrow Fund at the time of such termination shall be released to the City.

SECTION 12. The Escrow Agent agrees to provide to the City prior to the last day of December and the end of each annual period thereafter a statement of the amount on deposit in each Fund and Account established by this agreement at the beginning of the period and of the total deposits to and withdrawals from each Fund and Account during the preceding applicable period. A different statement frequency can be established at the request of the City.

SECTION 13. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and other monies available for such purpose to pay the Refunded Bonds. So long as the Escrow Agent applies the Escrowed Securities and monies as provided therein and complies fully with the terms of this Escrow Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations.

As compensation for the services to be rendered hereunder, the Escrow Agent shall be paid a one-time fee of \$_____ for the administration of this Escrow Agreement.

SECTION 14. If any one or more of the covenants or agreements provided in this Escrow Agreement by or on behalf of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or

agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

SECTION 15. All the covenants, promises and agreements contained in this Escrow Agreement by or on behalf of the City or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 16. This Escrow Agreement shall be governed by the applicable law of the State of Mississippi.

SECTION 17. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers or elected officials and the City has caused its seal to be hereunder affixed and attested as of the date first above written.

CITY OF SOUTHAVEN, MISSISSIPPI

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

**U. S. BANK NATIONAL ASSOCIATION
BRANDON, MISSISSIPPI
as Escrow Agent**

Wallace L. Duke, Vice President

EXHIBIT A

SCHEDULE OF ESCROWED SECURITIES

EXHIBIT B

VERIFICATION REPORT OF THE ARBITRAGE GROUP, INC.

EXHIBIT C

NOTICE OF REDEMPTION

\$3,225,000 (ORIGINAL PRINCIPAL AMOUNT) GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010, DATED NOVEMBER 30, 2010

CITY OF SOUTHAVEN, MISSISSIPPI

Maturity Amount	Interest Rate	Maturity Date	CUSIP
\$250,000	3.000%	November 1, 2021	841216TQ7
260,000	3.100	November 1, 2022	841216TR5
265,000	3.200	November 1, 2023	841216TS3
275,000	3.300	November 1, 2024	841216TT1

NOTICE IS HEREBY GIVEN that pursuant to a resolution adopted by the Mayor and Board of Aldermen of the City of Southaven, Mississippi (the “**City**”), the aggregate outstanding principal amount of the above-captioned bonds dated November 30, 2010 (the “**2010 Bonds**”), and due as set forth below are being called for redemption in whole on May 1, 2020, at par plus accrued interest to the redemption date. This call for redemption is conditional upon the receipt by the Paying Agent for the 2010 Bonds of sufficient funds on or prior to the redemption date to pay regular debt service and the redemption amount.

Redemption will occur May 1, 2020, and interest on the 2010 Bonds thereon shall cease to accrue from and after said redemption date. Pursuant to the terms of the 2010 Bond Resolution, notice of this defeasance is being sent to the registered owners of the Refunded 2010 Bonds by mailing such notice to such owners at their addresses appearing in the registration books maintained by the Paying Agent for the 2010 Bonds and to the Electronic Municipal Market Access (“**EMMA**”) website, which disseminates notices of material events such as the defeasance of the 2010 Bonds.

The holders of the 2010 Bonds are entitled to payment solely out of the moneys or securities so deposited in such redemption account.

Dated: _____, 2020

BOND PURCHASE AGREEMENT

\$_____,000

CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS SERIES 2020

Dated: _____, 2020

Mayor and Board of Aldermen
City of Southaven, Mississippi

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc., Memphis, Tennessee (the “Underwriter”), acting on its own behalf and not as agent or fiduciary for you, hereby offers to enter into this agreement (the “Bond Purchase Agreement”) with City of Southaven, Mississippi (the “Issuer” or “City”), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p. m., Central Standard Time on this date.

1. **Purchase Price.** Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned \$_____,000 General Obligation Refunding Bonds, Series 2020 of the Issuer (the “Bonds”) pursuant to a resolution adopted by the Mayor and Board of Aldermen of the Issuer (the “Governing Authority”) on February 18, 2020 (the “Bond Resolution”) authorizing and approving the issuance and sale of the Bonds and providing the security for the Bonds. All capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Bond Resolution. The purchase price of the Bonds is set forth in **SCHEDULE I** hereto. Such purchase price shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Bonds are to be issued by the Issuer, acting through the Governing Authority, under and pursuant to the Bond Resolution. The Bonds are issued pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and other constitutional and statutory authority (the “Act”).

The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **SCHEDULE II** attached hereto. The Underwriter, acting for and on behalf of the Issuer, will remit a portion of the proceeds of the Bonds directly to (a) First Security Bank, Batesville, Mississippi, as paying agent for the \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (the “**2008 Bonds**”) (the “**2008 Paying Agent**”) pursuant to the Bond Resolution to effectuate the defeasance and current refunding of the Refunded 2008 Bonds and the redemption of the Callable 2008 Bonds, all as set forth in **SCHEDULE III** attached hereto and which are described in the Bond Resolution and the Preliminary Official Statement, as hereinafter defined, and (b) U.

S. Bank National Association, Brandon, Mississippi (the “**Escrow Agent**”) pursuant to that Escrow Agreement, dated _____, 2020, by and between the City and the Escrow Agent, for (1) deposit in the Escrow Fund (as defined in the Escrow Agreement), which amount, together with investment income thereon, will be sufficient to effectuate the defeasance and current refunding of the Refunded 2010 Bonds and the redemption of the Callable 2010 Bonds, all as set forth in **SCHEDULE III** attached hereto and which are described in the Bond Resolution and the Preliminary Official Statement, as hereinafter defined, and (2) for deposit in the 2020 Costs of Issuance Account established under the Escrow Agreement and Bond Resolution to pay the costs of issuance of the Bonds. The Escrow Agent will remit funds held in the Escrow Fund to Hancock Whitney Bank, Jackson, Mississippi, as escrow agent for the \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (the “**2010 Bonds**”) (the “**2010 Paying Agent**”) which amount, together with investment income thereon, will be sufficient to effectuate the defeasance and current refunding of the Refunded 2010 Bonds and the redemption of the Callable 2010 Bonds, all as set forth in **SCHEDULE III** attached hereto and which are described in the Bond Resolution and the Preliminary Official Statement.

2. **Public Offering.**

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at the Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **SCHEDULE IV**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Butler Snow LLP, as Bond Counsel (“**Bond Counsel**”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor (as hereinafter defined) and any notice or report to be provided to the City may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in **SCHEDULE IV** hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A

hereto, except as otherwise set forth therein. **SCHEDULE IV** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) The close of the fifth (5th) business day after the sale date; or
- (2) The date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (H) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

3. **Representative.** Lindsey Rea, Managing Director, is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

4. **Official Statement.** The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement, dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Authority. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Bond Counsel to the Issuer, such amendment or supplementation is required.

You hereby ratify and approve the lawful use of the Preliminary Official Statement, dated February _ 2020, relating to the Bonds (the “**Preliminary Official Statement**”), by the Underwriter prior to the date hereof, and authorize and approve the Official Statement and other pertinent documents referred to in Section 7 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of its Preliminary Official Statement. As of its date, the Preliminary Official Statement is deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The Issuer agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the

Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended from time to time.

5. Representations of the Issuer.

(a) The Issuer has duly authorized all necessary action to be taken by it for: (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Resolution;

(b) The information relating to the Issuer contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading;

(c) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Resolution or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;

(d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Constitution or laws of the State of Mississippi (the “State”), or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing will be, bound;

(e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Resolution, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky

laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;

(f) The Issuer agrees to cooperate with the Underwriter and its counsel, if any, in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States of America (the “**United States**”) as the Underwriter may reasonably request, provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications; and

(g) The Issuer is an “obligated person” within the meaning of Rule 15c2-12(f)(b) shall have duly authorized, executed and delivered a continuing disclosure certificate that complies with the provisions of Rule 15c2-12(b)(5).

6. **Delivery of, and Payment for, the Series 2020 Bonds.** At 10:00 o'clock a. m., Central Standard Time, on or about _____, 2020, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to U. S. Bank National Association, Brandon, Mississippi, as Paying Agent (in such capacity, the “**Paying Agent**”), one bond for each separate maturity (whether serially or by term) of the Bonds in typewritten form, duly executed, authenticated and issued in the name of “Cede & Co.,” the nominee name of The Depository Trust Company (the “**Securities Depository**”), together with the other documents hereinafter mentioned and, if applicable, any other moneys required by the Bond Resolution to be provided by the Issuer to refund the Refunded 2008 Bonds and the Refunded 2010 Bonds and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds at the office of the 2008 Paying Agent, for the account of the Issuer and the Escrow Agent, for the account of the Issuer. Such payment and delivery is herein called the “Closing.”

7. **Certain Conditions to Underwriter's Obligations.** The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

(a) At the time of Closing, (i) the Bond Resolution shall have been adopted and delivered in the form approved by the Underwriter and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the Bonds shall have been validated by the Chancery Court of DeSoto County, Mississippi, (iii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement and the Bond Resolution, and (iv) there shall have been duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Underwriter shall have received each of the following:

(A) The approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the Bonds and the excludability of the interest on the Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in a form satisfactory to the Underwriter, and a letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(B) A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Underwriter in a form satisfactory to the Underwriter;

(C) An opinion of counsel to the Issuer, dated the date of the Closing, addressed to the Issuer and the Underwriter in a form satisfactory to the Underwriter;

(D) Certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Underwriter;

(E) The Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

(F) A specimen of the Bonds;

(G) Certified copies of the Bond Resolution and all other resolutions of the Issuer and the Decree of Validation relating to the issuance and/or sale of the Bonds, as applicable;

(H) A certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(I) An executed continuing disclosure certificate as described in Paragraph 5 (g);

(J) Copy of the rating letter from Standard & Poor's Ratings confirming a rating of _____ for the Bonds;

(K) Certificate of as to the 2% net present value savings pursuant to the Act;

(L) Copy of the Issuer's Blanket Issuer Letter of Representations; and

(M) Other certificates of the Issuer listed on a closing memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b) (A) and (B) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

8. **Conditions to Obligations of the Issuer.** The obligations of the Issuer hereunder to deliver the Bonds shall be subject to receipt of the opinions of Bond Counsel described in Sections 7(b)(A) and 7(b)(B) hereof.

9. **Termination.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds if (i) between the date hereof and the Closing, legislation shall be enacted or favorably reported for passage to either house of the United States Congress by any committee of such house to which such legislation has been referred for consideration, a decision by a court of the United States or the United States tax court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the sole opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, or (ii) there shall exist any event which in the Underwriter's sole judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the sole judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, or (v) a general banking moratorium shall have been declared by either federal,

Mississippi, Tennessee or New York authorities, or (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, or (vii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Resolution, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, or (viii) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (ix) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the sole judgment of the Underwriter, the market for the Bonds is materially affected thereby.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated or canceled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

10. **Additional Covenants.** The Issuer covenants and agrees with the Underwriter as follows:

(a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request; and

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, its Bond Counsel or the Underwriter, a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic

format” consistent with the requirements of the MSRB’s Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

11. **Survival of Representations.** All representations, agreements and indemnities of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

12. **Payment of Expenses.** If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Preliminary Official Statement and the Official Statement; (ii) the cost of the preparation of book-entry Bonds; (iii) any rating agency fees; (iv) the cost of distribution of the Preliminary Official Statement and the Official Statement; (v) the fees and expenses of Bond Counsel, Issuer's counsel, Underwriter's counsel, the Verification Agent, the Escrow Agent, the Paying Agent and any other experts or consultants retained by the Issuer and the Underwriter and (vi) the cost of any federal funds necessary to pay the purchase price of the Bonds.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds and (b) all other expenses incurred by the Underwriter in connection with their public offering.

13. **Acknowledgement of Role of Underwriter.** The Issuer acknowledges and agrees that (i) the primary role of the Underwriter, as underwriter, is to purchase securities, for the resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is not acting as a municipal advisor, Municipal Advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

14. **Indemnification.** (a) To the extent permitted by applicable State law, the Issuer agrees to indemnify and hold harmless the Underwriter, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act of 1933, as amended (the “**Securities Act**”) or Section 20 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”))

the Underwriter, and their directors, officers, agents, attorneys and employees, against any and all losses, claims, damages, liabilities and expenses to which the Underwriter may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof), arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act of 1939, as amended (the “**Trust Indenture Act**”), or (ii) any statement or information in the Preliminary Official Statement or in the Official Statement that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any statement or information in the Preliminary Official Statement or the Official Statement (other than in the section describing DTC and its book-entry-only procedures, the section captioned “UNDERWRITING” and the sections captioned “TAX EXEMPTION,” “TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT” and “TAX TREATMENT OF ORIGINAL ISSUE PREMIUM”) which is necessary in order to make the statements therein not misleading.

(b) The Underwriter, jointly and severally, will indemnify and hold harmless the Issuer, each of its members, directors, officers and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to the statements under the caption “UNDERWRITING” in the Preliminary Official Statement and the Official Statement.

(c) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party, as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action; but the omission to so notify the indemnifying party (i) shall not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any indemnified party otherwise than under paragraph (a) or (b) above. The indemnifying party shall assume the defense thereof, including the retention of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of which events, such legal or other expenses shall be borne by the indemnifying party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any action with or without written consent of

the indemnifying party, the indemnifying party agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement must include an unconditional release of each indemnified party from all liability arising out of such action.

(d) If the indemnification provided for above is unenforceable, or is unavailable to an indemnifying party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriter, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriter, on the other, from the sale of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriter, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds of sale of the Bonds paid to the Issuer pursuant to this Bond Purchase Agreement (before deducting expenses) bear to the underwriting discount or commission received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this paragraph. The amount paid or payable by any person as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriter shall not be required to contribute an amount in excess of the amount of the underwriting discount or commission applicable to the purchase of the Securities. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

15. **Notices.** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to

Raymond James & Associates, Inc., 50 N Front Street, 16th Floor, Memphis, Tennessee 38103, ATTN: Public Finance Department.

16. **Parties.** This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

17. **Governing Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

18. **General.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

Lindsey Rea, Managing Director

Accepted and agreed to as of
the date first above written:

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Mayor

SCHEDULE I
To Bond Purchase Agreement
Dated _____, 2020

PURCHASE PRICE	
Par Amount of Bonds	\$_____,000.00
Plus: Net Original Issue Premium	
Less: Underwriter's Discount	
Total Purchase Price	\$

SCHEDULE II
To Bond Purchase Agreement
Dated _____, 2020

[illegible]

SCHEDULE III

SCHEDULE OF REFUNDED 2009 BONDS

\$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008

Maturity Date¹	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
July 1, 2021	3.625%	\$215,000	April 1, 2020	100%
July 1, 2022	3.700	225,000	April 1, 2020	100
July 1, 2023	3.700	235,000	April 1, 2020	100
July 1, 2024	3.700	250,000	April 1, 2020	100
July 1, 2025	3.750	260,000	April 1, 2020	100
July 1, 2026	3.750	270,000	April 1, 2020	100
July 1, 2027	3.750	285,000	April 1, 2020	100
July 1, 2028	3.750	300,000	April 1, 2020	100
Total:		<u>\$2,040,000</u>		

Interest Payment Dates are January 1 and July 1 of each year.

Principal of Refunded 2008 Bonds maturing July 1 in years 2021 through 2028, both inclusive, are to be optionally redeemed on April 1, 2020, at par.

\$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010

Maturity Date²	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
November 1, 2021	3.000%	\$250,000	May 1, 2020	100%
November 1, 2022	3.100	260,000	May 1, 2020	100
November 1, 2023	3.200	265,000	May 1, 2020	100
November 1, 2024	3.300	275,000	May 1, 2020	100
Total:		<u>1,050,000</u>		

Interest Payment Dates are May 1 and November 1 of each year.

Principal of Refunded 2010 Bonds maturing November 1 in years 2021 through 2024, both inclusive, are to be optionally redeemed on May 1, 2020, at par.

¹ Preliminary, subject to change.

² Preliminary, subject to change.

SCHEDULE IV

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc., Memphis, Tennessee (“**Raymond James**”), hereby certifies as set forth below with respect to the sale and issuance of City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2020 (the “**Bonds**”) based on information available to Raymond James. Defined Terms shall have the meaning set forth in Section 4 below.

1. ***Sale of the General Rule Maturities.*** As of the date of this Issue Price Certificate (this “**Certificate**”), for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Raymond James offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, Raymond James has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity, and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Yield and Weighted Average Maturity of the Bonds***

(a) Raymond James has calculated the yield on the Bonds to be _____%.

(b) Raymond James has calculated the weighted average maturity of the Bonds to be _____ years.

4. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2020), or (ii) the date on which Raymond James has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means City of Southaven, Mississippi.

(e) *Maturity* means the Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2020.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

5. **Representations.** The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents Raymond James' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance and No Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Raymond James notes, however, that it is not an accountant or actuary and is not engaged in the practice of law. Accordingly, while Raymond James believes the calculations described in Section 3 above to be correct, it does not warrant their validity for purposes of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, or make any representation

as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Raymond James & Associates, Inc.

By: _____

Title: _____

Dated: _____, 2020

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

Hold the Price Maturities				
MATURITY (_____1)	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	REOFFERING PRICE
General Rule Maturities				
MATURITY (_____1)	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	REOFFERING PRICE

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT** dated _____, 2020 (this "**Placement Agreement**"), is by and between the **CITY OF SOUTHAVEN, MISSISSIPPI** (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi and, **RAYMOND JAMES & ASSOCIATES, INC.**, Memphis, Tennessee (the "**Placement Agent**").

WITNESSETH:

WHEREAS, the Mayor and Board of Aldermen, acting for and on behalf of the City, has authorized the issuance of the City's General Obligation Refunding Bonds, Series 2020, in the aggregate principal amount of \$____,000 (the "**Bonds**"), pursuant to the provisions of a Bond Resolution, adopted on February 18, 2020 (the "**Bond Resolution**"); and

WHEREAS, the proceeds of the Bonds will be used to provide funds for the current refunding and defeasance of a portion of the outstanding (a) \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (the "**2008 Bonds**") and (b) \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (the "**2010 Bonds**"), as described in Schedule I hereto; and

WHEREAS, the Bonds are more fully described in the Bond Resolution and in Schedule II attached hereto; and

WHEREAS, the City has employed the Placement Agent to act as its agent in connection with the private placement of the Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution.

Section 2. Appointment of Placement Agent. Pursuant to the Bond Resolution and this Placement Agreement, the City hereby appoints the Placement Agent as exclusive placement agent with respect to the Bonds, and the Placement Agent and the Purchaser hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Placement of the Bonds. The Placement Agent hereby agrees, as the agent of the City, to place the Bonds with _____ (the "**Purchaser**") pursuant to the terms set forth in the Purchaser's Commitment to Finance, attached hereto as Schedule III. The Purchaser is to purchase the Bonds at a price as set forth in Schedule IV (the "**Purchase Price**"). It is understood that the purchase of the Bonds by the Purchaser is subject to (a) receipt by the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**") to the effect that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the

taxable property within the geographical limits of the City, as set forth in the Bond Resolution, and to the effect that the interest on the Bonds is exempt from federal and State of Mississippi income taxes under existing laws, regulations, rulings and judicial decisions; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Purchaser evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds; and (c) satisfaction of other conditions specified in the Bond Resolution. The Purchaser shall be required to deposit the Purchase Price with the City on or before _____, 2020 (the "**Closing Date**"), as set forth in Schedule IV attached hereto. Subject to the purchase of the Bonds by the Purchaser, the City will pay \$____.00 from the proceeds of the Bonds or from other funds of the City to the Placement Agent for its Placement Agent Fee (the "**Placement Agent Fee**") on or after the Closing Date. The Bonds will be placed on the Closing Date with the Purchaser in accordance with the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Tax Exemption. Bond Counsel will deliver an opinion to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions.

Section 5. Payment to the City. The Placement Agent agrees that it will, on the Closing Date, cause the Purchaser to transfer to the City, the Purchase Price in immediately available funds. If the Purchaser does not transfer to the City the Purchase Price of the Bonds to be purchased by it or otherwise refuses to purchase the Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchaser for the Bonds on the terms set forth in Section 3.

Section 6. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bonds in the event the Purchaser fails to pay the Purchase Price of the Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Bonds.

Section 7. Fees and Expenses. The Placement Agent Fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Bonds which are to be paid from the balance of the proceeds of the Bonds not utilized for the advance refunding of the Prior Indebtedness or from other funds of the City.

Section 8. Obligations of Placement Agent. The City acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the Placement Agent's obligations under this Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The City acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor or fiduciary to the City, and that this Placement Agreement is not intended to confer

rights or benefits on any member, affiliate, shareholder or creditor of the City or any other person or entity or to provide the City or any other person with any assurances that the transaction will be consummated.

The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The City acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the City and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Placement Agent has to the City with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 9. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 10. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 11. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

Section 12. Investor Letter. The Purchaser shall execute an Investor Letter in substance and in force satisfactory to the City and the Placement Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

**RAYMOND JAMES & ASSOCIATES,
INC., as Placement Agent**

By:_____

Title:_____

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

Approved and Acknowledged:

By: _____

Title _____

SCHEDULE I

REFUNDED BONDS

\$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008

Maturity Date¹	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
July 1, 2021	3.625%	\$215,000	April 1, 2020	100%
July 1, 2022	3.700	225,000	April 1, 2020	100
July 1, 2023	3.700	235,000	April 1, 2020	100
July 1, 2024	3.700	250,000	April 1, 2020	100
July 1, 2025	3.750	260,000	April 1, 2020	100
July 1, 2026	3.750	270,000	April 1, 2020	100
July 1, 2027	3.750	285,000	April 1, 2020	100
July 1, 2028	3.750	300,000	April 1, 2020	100
Total:		<u>\$2,040,000</u>		

\$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010

Maturity Date²	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
November 1, 2021	3.000%	\$250,000	May 1, 2020	100%
November 1, 2022	3.100	260,000	May 1, 2020	100
November 1, 2023	3.200	265,000	May 1, 2020	100
November 1, 2024	3.300	275,000	May 1, 2020	100
Total:		<u>1,050,000</u>		

¹ Preliminary, subject to change.

² Preliminary, subject to change.

SCHEDULE II

MATURITY SCHEDULE³

Maturity (_____ 1)	Principal Amount	Interest Rate	Yield	Price
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REDEMPTION PROVISIONS

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

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

³ Preliminary, subject to change.

SCHEDULE III
COMMITMENT TO FINANCE

SCHEDULE IV

PURCHASE PRICE

Par Amount of Bonds	<u>\$,000.00</u>
PURCHASE PRICE DUE TO CITY:	<u>\$,000.00</u>

PRELIMINARY OFFICIAL STATEMENT

Dated February __, 2020

ONE NEW ISSUE/BOOK-ENTRY-ONLY

UNDERLYING RATING – Standard & Poor's: "AA-"
(See "RATING" herein)

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants of the City, as defined described herein, interest on the Series 2020 Bonds (as defined below) is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein) and interest on the Series 2020 Bonds is excludable from alternative minimum taxable income as defined in Section 55(b)(2) of the Code. Such excludability is conditioned on continuing compliance with certain tax covenants of the City. In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2020 Bonds is exempt from all income taxation in the State of Mississippi. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2020 Bonds.

\$ __,000*

CITY OF SOUTHAVEN GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020

Dated: Date of Delivery

Due: __ 1 as shown on the inside front cover

Interest on the \$ __,000* City of Southaven General Obligation Refunding Bonds, Series 2020 (the "**Series 2020 Bonds**") will be payable on __ 1 and __ 1 of each year, commencing __ 1, 20__. The Mayor and the Board of Aldermen of City of Southaven (the "**City**") has designated U. S. Bank National Association, Brandon, Mississippi, to serve as paying agent, transfer agent and registrar of the Series 2020 Bonds (in such capacity, the "**Paying Agent**").

The Series 2020 Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"), New York, New York, which will act as securities depository for the Series 2020 Bonds under a book-entry-only system, as described herein. So long as the Series 2020 Bonds are held in book-entry form, Beneficial Owners (as hereafter defined) of Series 2020 Bonds will not receive physical delivery of bond certificates.

The principal of, and interest on, the Series 2020 Bonds will be payable by the Paying Agent to DTC, which will in turn remit such principal and interest to its Direct Participants (as hereafter defined) and Indirect Participants (as hereafter defined), which will in turn remit such principal, and interest to the Beneficial Owners of the Series 2020 Bonds. If the date for payment is not a business day, then the payment shall be made on the next succeeding business day with the same force and effect as if made on the payment date. See "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry-Only System" herein.

The Series 2020 Bonds are subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2020 BONDS – Redemption Provisions."

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2020 Bonds are offered subject to the final approving opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the City by its counsel, Butler Snow LLP, Southaven, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the Independent Registered Municipal Advisor to the City in connection with the sale and issuance of the Series 2020 Bonds. It is expected that the Series 2020 Bonds will be available for delivery in definitive form on or about March 25, 2020.*

RAYMOND JAMES®

Dated: __, 2020

* Preliminary, subject to change.

\$ __,000*
CITY OF SOUTHAVEN
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2020

MATURITY SCHEDULE*				
Year* (____ 1)	Principal Amount*	Interest Rate	Yield	CUSIP¹

TERM BONDS

\$ __,000 @ ____% due ____ 1, 20 __, Priced to Yield @ __%, Cusip No. _____
 \$ __,000 @ ____% due ____ 1, 20 __, Priced to Yield @ __%, Cusip No. _____

* Preliminary, subject to change.

¹ The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2020 Bonds only. The City and the Underwriter shown on the cover hereof do not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2020 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2020 Bonds.

CITY OF SOUTHAVEN

MAYOR

Darren Musselwhite

BOARD OF ALDERMEN

William Brooks, *Alderman at Large*

Kristian Kelly, *Ward 1*

Charlie Hoots, *Ward 2*

George Payne, *Ward 3*

Joel Gallagher, *Ward 4*

John David Wheeler, *Ward 5*

Raymond Flores, *Ward 6*

CITY CLERK

Andrea Mullen

COUNSEL TO CITY

Butler Snow LLP
Southaven, Mississippi

MUNICIPAL ADVISOR TO CITY

Government Consultants, Inc.
Madison, Mississippi

BOND COUNSEL

Butler Snow LLP
Ridgeland, Mississippi

OFFICIAL STATEMENT

THE OFFERING

\$____,000*

**CITY OF SOUTHAVEN
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2020**

The Issuer	City of Southaven (the “ City ”).
Issue and Date	\$____,000* City of Southaven General Obligation Refunding Bonds, Series 2020, dated the date of their delivery (the “ Series 2020 Bonds ”).
Authority	Sections 31-27-1 <i>et seq.</i> , Mississippi Code of 1972, as amended and supplemented from time to time (the “ Act ”).
Use of Proceeds	The Series 2020 Bonds are being issued under the Act for the purpose of (a) currently refunding and defeasing a portion of the \$4,000,000 City of Southaven General Obligation Bonds, Series 2008 dated July 1, 2008, (b) currently refunding and defeasing a portion of the \$3,225,000 City of Southaven General Obligation Refunding Bonds, Series 2010 dated November 30, 2010, and (c) paying the costs incident to the sale and issuance of the Series 2020 Bonds, as authorized by the Act (see “PLAN OF REFUNDING,” herein).
Amounts and Maturities	The Series 2020 Bonds will mature on ____ 1 in the years and amounts as set forth on the inside cover page hereof.
Interest Payment Dates	____ 1 and ____ 1 of each year, commencing ____ 1, 20__.
Redemption Provisions	The Series 2020 Bonds will be subject to optional redemption prior to their stated dates of maturity, The Series 2020 Bonds may be subject to mandatory sinking fund redemption (see “DESCRIPTION OF THE SERIES 2020 BONDS - Redemption Provisions,” herein).
Security for Payment	Pursuant to the Act, the Series 2020 Bonds shall be general obligations of the City and shall be secured by a pledge of the full faith, credit and resources of the (see “DESCRIPTION OF THE SERIES 2020 BONDS - Security”, herein).
Tax Matters	In the opinion of Bond Counsel, assuming compliance by the City with certain tax covenants, interest on the Series 2020 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions. Interest on the Series 2020 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. See “TAX MATTERS” herein for a description of certain other federal tax consequences of ownership of the Series 2020 Bonds. Bond Counsel is further of the opinion that under and pursuant to the Act, the Series 2020 Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

The above information is qualified in its entirety by the detailed information concerning the Series 2020 Bonds, the City and the financial information appearing elsewhere in this Official Statement, including the Appendices.

* Preliminary, subject to change.

NO DEALER, BROKER, SALES REPRESENTATIVE OR OTHER PERSON HAS BEEN AUTHORIZED BY CITY OF SOUTHAVEN (THE "CITY") TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED HEREIN AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CITY. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE SERIES 2020 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH AN OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE DATE HEREOF.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE CITY, DTC AND FROM OTHER SOURCES WHICH ARE BELIEVED RELIABLE, BUT SUCH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY THE UNDERWRITER SHOWN ON THE COVER HEREOF OR THE CITY. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE OF THE SERIES 2020 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE SINCE THE DATE HEREOF IN THE MATTERS WHICH ARE MATERIAL TO THE FULL AND PUNCTUAL PAYMENT OF DEBT SERVICE ON THE SERIES 2020 BONDS.

UPON ISSUANCE, THE SERIES 2020 BONDS WILL NOT BE REGISTERED BY THE CITY UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE CITY (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2020 BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE CITY AND THE PURCHASERS OR HOLDERS OF THE SERIES 2020 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2020 BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT MAY STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2020 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE PRICES AT WHICH THE SERIES 2020 BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE INSIDE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS.

THIS OFFICIAL STATEMENT CONTAINS FORECASTS, PROJECTIONS AND ESTIMATES THAT ARE BASED ON EXPECTATIONS AND ASSUMPTIONS WHICH EXISTED AT THE TIME SUCH FORECASTS, PROJECTIONS AND ESTIMATES WERE PREPARED. IN LIGHT OF THE IMPORTANT FACTORS THAT MAY MATERIALLY AFFECT ECONOMIC CONDITIONS OF THE STATE, THE UNITED STATES OF AMERICA, AND THE CITY THE INCLUSION IN THIS OFFICIAL STATEMENT OF SUCH FORECASTS, PROJECTIONS AND ESTIMATES SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE CITY OR THE UNDERWRITER THAT SUCH

FORECASTS, PROJECTIONS AND ESTIMATES WILL OCCUR. SUCH FORECASTS, PROJECTIONS AND ESTIMATES ARE NOT INTENDED AS REPRESENTATIONS OF FACT OR GUARANTEES OF RESULTS.

IF AND WHEN INCLUDED IN THIS OFFICIAL STATEMENT, THE WORDS "EXPECTS," "FORECASTS," "PROJECTS," "INTENDS," "ANTICIPATES," "ESTIMATES" AND ANALOGOUS EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS AND ANY SUCH STATEMENTS INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHERS, GENERAL ECONOMIC AND BUSINESS CONDITIONS, CHANGES IN POLITICAL, SOCIAL AND ECONOMIC CONDITIONS, REGULATORY INITIATIVES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS, LITIGATION AND VARIOUS OTHER EVENTS, CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE CITY. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT. THE CITY DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO RELEASE PUBLICLY ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE CITY'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY, AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTIONS OF THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 2020 BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

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OFFICIAL STATEMENT

\$____,000*
CITY OF SOUTHAVEN
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2020

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, inside cover pages and the Appendices hereto, is to set forth certain information concerning City of Southaven (the “City”) and the City's \$____,000* General Obligation Refunding Bonds, Series 2020 (the “Series 2020 Bonds”).

Reference is made to the Act (as hereafter defined), the Resolution (as hereafter defined) and any and all modifications and amendments thereof for a description of the nature and extent of the security of the Series 2020 Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Series 2020 Bonds, the nature and extent of said pledge and the terms and conditions under which the Series 2020 Bonds are issued.

DESCRIPTION OF THE SERIES 2020 BONDS

The Series 2020 Bonds are being issued pursuant to the provisions of Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “Act”), and a resolution adopted by the Mayor and the Board of Aldermen (the “Mayor and the Board of Aldermen”) of the City on February 18, 2020 (the “Resolution”). The Series 2020 Bonds are being issued for the purpose of (a) currently refunding and defeasing a portion of the \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (collectively, the “2008 Bonds”), (b) currently refunding and defeasing a portion of the \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (collectively, the “2010 Bonds”) and (c) paying the costs incident to the sale and issuance of the Series 2020 Bonds, as authorized by the Act (see “PLAN OF REFUNDING,” herein).

The Series 2020 Bonds will be general obligations of the City and the full faith, credit and resources of the City are pledged to secure the payment of the principal of and interest on the Series 2020 Bonds. (See “DESCRIPTION OF THE SERIES 2020 BONDS - Security” herein).

The Series 2020 Bonds will be dated the date of their delivery and will be issued as fully registered bonds in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof, bearing interest at the rates per annum set forth on the inside cover page hereof, payable on ____ 1 and ____ 1 of each year, commencing on ____ 1, 20____. The City has designated U. S. Bank National Association, Brandon, Mississippi, to serve as paying agent, transfer agent and registrar of the Series 2020 Bonds (in such capacity, the “Paying Agent”). Interest will be payable by check or draft of the Paying Agent made payable to the registered owners of the Series 2020 Bonds named in, and mailed to the addresses appearing on, the registration records of the City kept and maintained by the Paying Agent as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date.

The Series 2020 Bonds will mature on ____ 1 in the years and in the amounts set forth on the inside cover page hereof.

The Series 2020 Bonds will initially be held in a book-entry-only system administered by The Depository Trust Company, New York, New York (“DTC”). Principal of and interest on the Series 2020 Bonds held in book-entry form shall be payable as described herein under the heading “DESCRIPTION OF THE SERIES 2020 BONDS - Book-Entry-Only System.”

As long as the Series 2020 Bonds are held in a book-entry-only system, the principal of and interest on, the Series 2020 Bonds will be payable by the Paying Agent to DTC, which will in turn remit such principal and interest to its Direct Participants and Indirect Participants, as described herein, which will in turn remit such principal and interest

* Preliminary, subject to change.

to the Beneficial Owners, as described herein, of the Series 2020 Bonds. If the date for payment is not a business day, then the payment shall be made on the next succeeding business day with the same force and effect as if made on the payment date.

Redemption Provisions

Optional Redemption. The Series 2020 Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after _____, 20____, are subject to redemption in whole or in part, in principal amounts and maturities selected by the City on any date on or after _____, 20____, at par, plus accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2020 Bonds maturing ____ 1, 20____, are subject to mandatory sinking fund redemption, in part, by lot, on ____ 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$ _____	
Term Bond Maturing ____ 1, 20__	
Year	Principal Amount

*

* Final Maturity

Notice. Notice of such call for redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all registered owners of the Series 2020 Bonds to be redeemed at their addresses on the registration records of the City maintained by the Paying Agent.

Ownership

The City, the Paying Agent, and any other person may treat the person in whose name any Series 2020 Bond is registered as the absolute owner of such Series 2020 Bond for the purpose of making payment of the principal thereof and premium, if any, thereon, and for the further purpose of making payment of the interest thereon, and for all other purposes, whether or not such Series 2020 Bond is overdue. Neither the City nor the Paying Agent shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the owner of any Series 2020 Bond in accordance with the Resolution shall be valid and effective and shall discharge the liability of the City and the Paying Agent for such Series 2020 Bond to the extent of the sums paid.

Registration

For so long as DTC acts as securities depository for the Series 2020 Bonds, the registration and transfer of ownership interests in Series 2020 Bonds shall be accomplished by book entries made by DTC and the Direct Participants and, where appropriate, the Indirect Participants, as described herein under the heading "DESCRIPTION OF THE SERIES 2020 BONDS - Book-Entry-Only System."

Book-Entry-Only System

The City has determined that it will be beneficial to have the Series 2020 Bonds held by a central depository system and to have transfers of the Series 2020 Bonds affected by book-entry on the records of DTC as such central depository system. Unless and until the book-entry-only system has been discontinued, the Series 2020 Bonds will be available only in book-entry form in principal amounts of \$5,000 or any integral multiple thereof. DTC will initially act as securities depository for the Series 2020 Bonds. The Series 2020 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's nominee). One fully-registered Series 2020 Bond will be issued for each maturity of the Series 2020 Bonds and will be deposited with or as otherwise directed by DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York banking law, a "banking organization" within the meaning of the New York banking law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC

holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2020 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2020 Bond (a "**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2020 Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2020 Bonds, except in the event that use of the book-entry system for the Series 2020 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2020 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2020 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2020 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2020 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2020 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2020 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2020 Bond documents. For example, Beneficial Owners of Series 2020 Bonds may wish to ascertain that the nominee holding the Series 2020 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices are to be sent to DTC. If less than all of the Series 2020 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2020 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Paying Agent as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on the Series 2020 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the City or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by

Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2020 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2020 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2020 Bonds in definitive form will be printed and delivered.

THE CITY AND THE UNDERWRITER (AS DEFINED HEREIN) CANNOT AND DO NOT GIVE ANY ASSURANCE THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2020 BONDS (a) PAYMENTS OF PRINCIPAL OR INTEREST ON THE SERIES 2020 BONDS; (b) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2020 BONDS; OR (c) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNER OF THE SERIES 2020 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SEC AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

THE CITY AND THE UNDERWRITER WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (a) THE SERIES 2020 BONDS; (b) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (c) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF AND INTEREST ON THE SERIES 2020 BONDS; (d) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTIONS TO BE GIVEN TO HOLDERS OF THE SERIES 2020 BONDS; OR (e) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER OF THE SERIES 2020 BONDS.

Security

The Series 2020 Bonds will be general obligations of the City. Pursuant to the terms of the Resolution, the full faith, credit and resources of the City are irrevocably pledged to secure the payment of the principal of and interest on the Series 2020 Bonds, which are payable out of and secured by the avails of a direct and continuing ad valorem tax to be levied annually without limitation as to rate or amount upon all taxable property within the geographical limits of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of principal of and interest on the Series 2020 Bonds as the same falls due.

The City's tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred monies to the 2020 Bond Fund for the Series 2020 Bonds or has made other provisions for funds to be applied toward the payment of the principal of and interest on the Series 2020 Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution.

The qualified electors of the State of Mississippi (the "State") voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "Constitution") to add the following new Section 172A (the "Amendment").

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation of the City to pay the principal of and interest on the Series 2020 Bonds as they mature and become due nor does the Amendment affect the City's obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect a holder's remedies in the event of a payment default, the Amendment potentially prevents a holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Series 2020 Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to bondholders in the event of a payment default with respect to the Series 2020 Bonds.

Certain information relating to the City is set forth in "APPENDIX A - INFORMATION ON THE CITY" and certain financial information on the City is included in "APPENDIX B – FINANCIAL INFORMATION OF THE CITY."

Bankruptcy

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "**Bankruptcy Code**"). Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may only file for relief pursuant to Chapter 9 of the Bankruptcy Code ("**Chapter 9**"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a Municipality may file a petition under Chapter 9 of the Bankruptcy Code, a Municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a Municipality of the State, including the City, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses of the State Legislature during the annual session of the State Legislature or a special session of the State Legislature called for such purposes to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

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PLAN OF REFUNDING

The Series 2020 Bonds are being issued under and pursuant to the Act and the Resolution for the purpose of (a) currently refunding and defeasing the 2008 Bonds described below (collectively, the “**Refunded 2008 Bonds**”), and (b) currently refunding and defeasing the 2010 Bonds described below (collectively, the “**Refunded 2010 Bonds**” and together with the Refunded 2008 Bonds, the “**Refunded Bonds**”) and (c) paying certain costs incident to the sale and issuance of the Series 2020 Bonds.

\$4,000,000 City of Southaven General Obligation Bonds, Series 2008 July 1, 2008

Paying Agent: First Security Bank, Batesville, Mississippi

Maturity Date¹	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
July 1, 2021	3.625%	\$215,000	April 1, 2020	100%
July 1, 2022	3.700	225,000	April 1, 2020	100
July 1, 2023	3.700	235,000	April 1, 2020	100
July 1, 2024	3.700	250,000	April 1, 2020	100
July 1, 2025	3.750	260,000	April 1, 2020	100
July 1, 2026	3.750	270,000	April 1, 2020	100
July 1, 2027	3.750	285,000	April 1, 2020	100
July 1, 2028	3.750	300,000	April 1, 2020	100
Total:		<u>\$2,040,000</u>		

\$3,225,000 City of Southaven General Obligation Refunding Bonds, Series 2010 November 30, 2010

Paying Agent: Hancock Whitney Bank, formerly Hancock Bank, Jackson, Mississippi

Maturity Date²	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
November 1, 2021	3.000%	\$250,000	May 1, 2020	100%
November 1, 2022	3.100	260,000	May 1, 2020	100
November 1, 2023	3.200	265,000	May 1, 2020	100
November 1, 2024	3.300	275,000	May 1, 2020	100
Total:		<u>1,050,000</u>		

In order to effect the current refunding and defeasance of the Refunded Bonds in accordance with the Resolution, a portion of the proceeds of the Series 2020 Bonds will be deposited (a) with First Security Bank, the 2008 Bonds paying agent (the “**2008 Paying Agent**”) and used to defease the Refunded 2008 Bonds on April 1, 2020, and (b) in the Escrow Fund established pursuant to that certain Escrow Agreement by and between the City and U. S. Bank National Association, Brandon, Mississippi, as escrow agent (the “**Escrow Agent**”) (the “**Escrow Agreement**”). Pursuant to the Escrow Agreement, the Escrow Agent will convey sufficient funds to Hancock Whitney Bank, formerly Hancock Bank, Jackson, Mississippi (the “**2010 Paying Agent**”), for the payment of the interest due on the Refunded 2010 Bonds on or before May 1, 2020, and the 2010 Paying Agent will use these funds to defease the Refunded 2010 Bonds on May 1, 2020. A portion of the proceeds of the Series 2020 Bonds will be deposited in the 2020 Costs of Issuance Account established under the Resolution and the Escrow Agreement and used to pay the costs incidental to the sale and issuance of the Series 2020 Bonds.

¹ Preliminary, subject to change.

² Preliminary, subject to change.

EXPECTED APPLICATION OF THE PROCEEDS OF THE SERIES 2020 BONDS

The following is a summary of the expected sources and uses of the Series 2020 Bonds:

SOURCES OF FUNDS

Par Amount of Series 2020 Bonds	\$ _____
Less/Plus Net Original Issue Discount/Premium	_____
Total Sources of Funds	\$ _____

USES OF FUNDS

For deposit to the Escrow Fund	\$ _____
For deposit with the 2008 Paying Agent	
For deposit to the Cost of Issuance Account ³	
For Underwriter's Discount	
Total Uses of Funds	\$ _____

ANNUAL DEBT SERVICE REQUIREMENTS ON THE SERIES 2020 BONDS

Fiscal Year Ending September 30	Principal	Interest	Total
2020	\$ _____	\$ _____	\$ _____
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
TOTAL			

VERIFICATION OF ARITHMETICAL AND MATHEMATICAL COMPUTATIONS

The accuracy of mathematical computations supporting the conclusions (a) that the principal amounts and the interest thereon of the Investment Securities to be deposited in trust with the Escrow Agent (see "PLAN OF REFUNDING" herein) are adequate to provide for the payment when due, of the principal and interest on the Refunded 2010 Bonds, and (b) that the Series 2020 Bonds are not "arbitrage bonds" under Section 148 of the Code will be verified by The Arbitrage Group, Inc., independent certified public accountants. Such verification will be based, in part, upon information supplied to the certified public accountants by the Underwriter.

LITIGATION

The City's counsel has reviewed the status of all pending litigation. While the City is involved in numerous legal proceedings, there are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the registered owners of the Series 2020 Bonds.

³ Costs of Issuance include, but are not limited to, legal fees and expenses, bond insurance premium, Municipal Advisory fees and expenses and rating agency fees.

It is anticipated that neither the courts nor the Mayor and the Board of Aldermen will act inconsistently with the City's financial ability to pay all outstanding bonded indebtedness and the interest thereon, including the Series 2020 Bonds. It is not anticipated that the ultimate outcome of any or all of the pending litigation will result in obligations exceeding the financial resources of the City, so that in all events it is reasonable to expect that the City will remain in a sufficiently viable financial position to meet all of these obligations, including, but not limited to, the Series 2020 Bonds, provided the same are issued, validated, sold and delivered. To predict with any degree of accuracy the ultimate outcome of such litigation would be conjectural.

MUNICIPAL ADVISOR

The City has retained the firm of Government Consultants, Inc. as Independent Registered Municipal Advisor (the "**Municipal Advisor**") to the City in connection with the issuance of the Series 2020 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Series 2020 Bonds and the time of the sale, market conditions and other factors related to the sale of the Series 2020 Bonds.

Although the Municipal Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from the City's records and from other sources which are believed to be reliable, including financial records of the City and other entities, which records may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the City. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of the same and reference is made to such original sources in all respects.

RATING

Standard & Poor's ("**S&P**") has assigned rating of "AA-". Such ratings reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency.

There is no assurance that present or future ratings will continue for any given period of time or that the rating may not be lowered or withdrawn if in the judgment of S&P circumstances so warrant. Any such downward change in or withdrawal of a rating may have an adverse effect on the secondary market price of the Series 2020 Bonds. Such rating reflects the views of S&P's and is not a recommendation to buy, sell or hold the Series 2020 Bonds.

RECORD OF NO DEFAULT

There is no record of any default on general obligations of the City as to payment of either principal or interest or in any other material respect at any time in at least the past 25 years. No principal or interest on any obligation of the City is currently past due.

NO BOND PROCEEDS FOR CURRENT OPERATING EXPENSES

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used by the City for current operating expenses at any time in at least the past ten years.

PENSION PLANS

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("**GASB-68**"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at September 30, 2018 was 15.75% of annual covered payroll. On

June 26, 2018, the PERS Board of Trustees voted to increase the employer contribution rate from 15.75 to 17.40 percent, effective July 1, 2019. The City contributions (employer share only) to PERS for the years ending September 30, 2018, 2017 and 2016 were \$3,440,283, \$3,244,023 and \$3,167,469, respectively, which equaled the required contributions for each year.

At September 30, 2018, the City reported a liability of \$55,910,567 for its proportionate share of the net pension liability. See Note 9 in the City's 2018 Audited Financial Statements included in "APPENDIX B - Financial Information Concerning the City.

UNDERWRITING

Raymond James & Associates, Inc., the underwriter shown on the cover page hereof (the "**Underwriter**"), has agreed to purchase the Series 2020 Bonds, subject to certain conditions, at a price of \$_____, representing the aggregate principal amount of the Series 2020 Bonds in the amount of \$_____, plus a net original issue premium of \$_____ and less an underwriting discount of \$_____. The obligation of the Underwriter to purchase the Series 2020 Bonds is subject to certain terms and conditions set forth in a Bond Purchase Agreement entered into between the Underwriter and the City. The Series 2020 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices shown on the cover page of this Official Statement, and such initial offering prices may be changed from time to time by the Underwriter.

CONTINUING DISCLOSURE

The City will execute a continuing disclosure agreement (the "**Disclosure Certificate**") at the time of the closing for the Series 2020 Bonds. The Disclosure Certificate will be executed for the benefit of the beneficial owners of the Series 2020 Bonds and the City has covenanted in the Bond Resolution to comply with its terms. The Disclosure Certificate will provide that so long as the Series 2020 Bonds remain outstanding, the City will provide the following information to the Municipal Securities Rulemaking Board, acting through its Electronic Municipal Market Access ("**EMMA**") system: (i) annually, certain financial information and operating data; and (ii) timely notice of the occurrence of certain listed events; all as specified in the Disclosure Certificate. The form of the Disclosure Certificate is attached hereto as APPENDIX F.

The City has previously entered into continuing disclosure undertakings with respect to bonds it has issued or for which it is the "obligated person" within the meaning of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The City's audited financial statements for fiscal years September 30, 2018, September 30, 2016 and September 30, 2015 were not timely filed as they were unavailable at the time of filing, however, unaudited financial statements for fiscal years September 30, 2018 and September 30, 2015 and Notices of Failure to File audited financial statements for fiscal years September 30, 2018 and September 30, 2015 were timely filed.

Without a determination of materiality, there have been instances in which some tables included in its prior continuing disclosure undertakings were not included in every filing on EMMA and some of the past filings required of the City were not filed under all outstanding CUSIPs. In addition, without a determination of materiality, the City has not filed notices of any rating changes. The City adopted policies and procedures on November 4, 2014 (the "**Policy**") to ensure timely filing of its annual financial information. Pursuant to the Policy, a staff designee of the City will appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and/or the staff designee will be responsible for submitting the information required under the Policy. The City has hired a dissemination agent to file the City's required annual report.

VALIDATION

Prior to issuance, the Series 2020 Bonds will be validated before the Chancery Court of DeSoto County, Mississippi, as provided by Section 31-13-1 *et seq.*, Mississippi Code of 1972, as amended.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters incident to the authorization and issuance of the Series 2020 Bonds are subject to the approval of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), whose approving legal opinion will be available at the time of delivery of the Series 2020 Bonds (see APPENDIX B hereto). Certain legal matters will be passed upon for the City by its counsel, Butler Snow LLP, Southaven, Mississippi.

No representation is made to the registered owners of the Series 2020 Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Series 2020 Bonds except for the matters set forth in such legal opinion.

TAX MATTERS

General Matters. In the opinion of Butler Snow LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2020 Bonds (including any original issue discount properly allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described above assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Series 2020 Bonds. Failure to comply with such requirements could cause interest on the Series 2020 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2020 Bonds. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2020 Bonds.

The accrual or receipt of interest on the Series 2020 Bonds may otherwise affect the federal income tax liability of the owners of the Series 2020 Bonds. The extent of these other tax consequences will depend on such owners' particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2020 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry federally tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2020 Bonds.

Bond Counsel is also of the opinion that, under existing State statutes, interest on the Series 2020 Bonds is exempt from State income tax. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Series 2020 Bonds under the laws of the State or any other state or jurisdiction.

Original Issue Discount. The Series 2020 Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Discount Bonds**"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as federally tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as

an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such Discount Bonds for a price that is higher or lower than the “adjusted issue price” of the Discount Bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Original Issue Premium. The Series 2020 Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the “**Premium Bonds**”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Backup Withholding. As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Series 2020 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2020 Bonds that fail to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2020 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law. From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading “TAX MATTERS” or adversely affect the market value of the Series 2020 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2020 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2020 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2020 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2020 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2020 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2020 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2020 BONDS.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the statements will be realized.

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2020 Bonds, the security for the payment of the Series 2020 Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of the City's knowledge, information in this Official Statement does not include any untrue statement of any material fact nor does the information omit the statement of any material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading.

References herein to the Act, and all other legislative acts referred to herein are only summaries, excerpts or brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof. Additional information may be obtained upon request from the Municipal Advisor, Government Consultants, Inc., 116 Village Blvd, Madison, Mississippi 39110, telephone: (601) 982.0005.

The execution of this Official Statement has been duly authorized by the Mayor and the Board of Aldermen of the City.

CITY OF SOUTHAVEN

By _____
Mayor

APPENDIX A
FISCAL YEAR 2019 INFORMATION
CITY OF SOUTHAVEN, MISSISSIPPI

ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

The City of Southaven, Mississippi (the "**City**") is located in the north central part of DeSoto County (the "**County**"), which lies just south of the Tennessee border and east of the Mississippi River and Tunica County, Mississippi. The City is approximately five miles south of Memphis, Tennessee, and 200 miles northeast of Jackson, Mississippi, the state capital.

Southaven began as a part of Whitehaven, Tennessee, which was then an unincorporated suburb of Memphis. Whitehaven was annexed by Memphis, and the Mississippi portion of the suburb was incorporated in 1980. Since then, the City has doubled its land area, and its population has nearly tripled. It is one of the fastest growing cities in the southeast United States. Industries have been attracted to the area by the healthy economic environment and by the availability of a qualified labor force. These factors have helped make the City the business hub of DeSoto County; one of the highest grossing Wal-Mart stores in the entire chain is located in the City, as is the nation's largest Sam's Wholesale Club. Snowden Grove Park, home to the Snowden Grove Baseball Complex was completed in 2000 and attracts over 200,000 players and over 500,000 spectators to the area each year. It is an award winning, state-of-the-art, 17 baseball field facility that possesses features previously only found at professional stadiums.

Population

The population of the City has been recorded or estimated as follows:

1990	2000	2010	2018 Estimate
21,434	28,977	48,982	54,944

SOURCE: Census Data information at website: www.census.gov; February 2020.

Government

The Governing Body of the City is comprised of the Mayor and a seven-member Board of Aldermen, in whom the City's legislative powers are vested. The Mayor has the superintending control of all offices and affairs of the City and has the duty to see that the laws and ordinances of the City are executed. The Mayor and one of the Aldermen are elected at large; the other Aldermen are each elected from one of the City's six wards. All are elected for concurrent four-year terms and are not limited in the number of terms they may serve.

The members of the Governing Body are:

Name	Position	Current Position Held Since
Darren Musselwhite	Full-time Mayor	June 2013
Kristian Kelly	Alderman	June 2013
Charlie Hoots	Alderman	March 2018
George Payne	Alderman	June 2013
Joel Gallagher	Alderman	June 2013
John David Wheeler	Alderman	June 2016
Raymond Flores	Alderman	June 2013
William Brooks	Alderman – At - Large	June 2013

Transportation

Highways: Interstate Highway 55 provides a four-lane north/south corridor and is being upgraded to eight or 10 lanes from Stateline Road in the City to the City of Hernando. U.S. Highway 51 also runs north/south through

the City. U.S. Highways 61 and 78 traverse other parts of the County. State Highways 301 and 302 and a number of county roads provide access to outlying areas.

Railroad: BNSF Railway and Canadian National-Illinois Central Railroad serve as the County's rail lines. All six Class I rail systems serve Memphis, Tennessee and all have intermodal yards in the metro area.

Air Service: The nearest commercial airport is Memphis International Airport, served by nine major airlines and three commuter airlines, with more than 300 daily passenger flights. Memphis is also the number one cargo hub in the world – home to the FedEx Super Hub, a major UPS hub and an RPS sort facility.

Waterways: The nearest port is the Port of Memphis, which has a channel depth of nine feet and is located 12 miles away on the Mississippi River, in Shelby County, Tennessee. It is the fourth-largest inland port in the U.S. and ranks first in the nation in foreign import tonnage. More than 30 international freight forwarders operate in Memphis.

Motor Freight Carriers: The County is home to 195 truck terminals and several companies have hubs in the area, as the City lies within the Memphis commercial delivery zone.

Unemployment Statistics of the County

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2014	5.8	5.5	5.3	4.7	5.5	6.1	5.8	5.3	5.3	5.0	4.7	5.0	5.3
2015	5.3	4.9	4.6	4.4	5.2	5.4	5.0	4.5	4.6	4.5	4.4	4.7	4.8
2016	4.6	4.3	4.2	3.9	4.5	5.1	4.4	4.1	4.0	3.9	3.5	3.8	4.2
2017	4.3	3.9	3.8	3.5	4.2	4.7	4.1	3.7	3.5	3.4	3.4	3.5	3.8
2018	3.8	3.8	3.7	3.5	3.9	4.6	4.0	3.6	3.5	3.5	3.4	3.7	3.8
2019	4.1	3.9	3.9	3.9	4.0	4.8	4.8	4.5	4.6	4.2	4.4	--	--

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; February 2020.

County Employment Statistics

	2014	2015	2016	2017	2018
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	81,500	84,660	87,410	89,310	89,990
II. Unemployed	4,340	4,050	3,670	3,420	3,390
Rate	5.3	4.8	4.2	3.8	3.8
III. Employed	77,160	80,610	83,740	85,890	86,600
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	4,010	4,050	4,350	4,470	4,490
II. Non-manufacturing	50,120	52,560	56,490	58,340	60,450
A. Agriculture, Forestry, Fishing & Hunting	130	110	120	120	120
B. Mining	40	40	30	30	40
C. Utilities	150	160	170	180	170
D. Construction	1,870	2,020	1,980	2,240	2,230
E. Wholesale Trade	3,450	3,500	3,690	3,760	3,310
F. Retail Trade	8,090	8,690	9,870	9,990	10,110
G. Transportation & Warehousing	7,240	7,810	8,970	9,680	10,940
H. Information	250	240	230	240	330
I. Finance & Insurance	920	940	1,020	1,050	1,090
J. Real Estate, Rental & Leasing	440	460	480	510	540
K. Prof., Scientific & Technical Service	910	930	930	980	980
L. Management of Companies & Entertainment	60	80	140	130	250
M. Administrative Support & Waste Management	5,350	5,720	6,160	6,060	6,630
N. Educational Services	290	320	350	380	410
O. Health Care & Social Assistance	5,560	5,560	5,730	5,940	6,090
P. Arts, Entertainment & Recreation	760	750	720	760	800
Q. Accommodation & Food Service	7,110	7,510	7,990	8,220	8,340
R. Other Services (except Public Administration)	940	990	1,090	1,190	1,160
S. Government	6,560	6,730	6,820	6,880	6,910
Education	3,950	4,130	4,200	4,210	4,210
III. Total Nonagricultural Employment	54,130	56,610	60,840	62,810	64,940

SOURCE: Mississippi Department of Employment Security: Annual Averages: Labor Force and Establishment Based Employment 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov; Last revision date of information 5/8/2019. Available as of February 2020.

Per Capita Income

Year	County	Mississippi	United States	County as Percentage of the United States
2018	40,702	37,834	54,446	75%
2017	39,022	36,375	51,885	75%
2016	38,168	35,613	49,870	77%
2015	36,482	35,022	48,978	74%
2014	35,504	34,545	47,058	75%

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2014-2018 (BEA data last updated November 14, 2019). Information available as of February 2020.

Banking Institutions

Institutions	Total Assets
BancorpSouth ⁴	\$ 19,862,964,000
BankPlus ⁵	2,965,559,000
The Citizens National Bank of Meridian ⁶	1,432,447,000
Community Bank of Mississippi ⁷	3,292,903,000
Planters Bank & Trust Company ⁸	1,090,964,000
First Commercial Bank ⁹	392,531,000
First Security Bank ¹⁰	572,413,000
First Horizon Bank ¹¹	43,532,696,000
FSNB, National Association ¹²	373,022,000
Guaranty Bank and Trust Company ¹³	896,432,000
Regions Bank ¹⁴	127,543,000,000
Renasant Bank ¹⁵	13,020,626,000
SunTrust Bank ¹⁶	221,424,201,000
Sycamore Bank ¹⁷	227,429,000
Trustmark National Bank ¹⁸	13,582,728,000
Wells Fargo Bank, National Association ¹⁹	1,708,548,000,000

⁴ Headquartered in Tupelo, Mississippi.

⁵ Headquartered in Ridgeland, Mississippi.

⁶ Headquartered in Meridian, Mississippi.

⁷ Headquartered in Forrest, Mississippi.

⁸ Headquartered in Indianola, Mississippi.

⁹ Headquartered in Jackson, Mississippi.

¹⁰ Headquartered in Batesville, Mississippi.

¹¹ Headquartered in Memphis, Tennessee.

¹² Headquartered in Lawton, Oklahoma.

¹³ Headquartered in Belzoni, Mississippi.

¹⁴ Headquartered in Birmingham, Alabama.

¹⁵ Headquartered in Tupelo, Mississippi.

¹⁶ Headquartered in Atlanta, Georgia.

¹⁷ Headquartered in Senatobia, Mississippi.

¹⁸ Headquartered in Jackson, Mississippi.

¹⁹ Headquartered in Sioux Falls, South Dakota.

SOURCE: Obtained from the FDIC's website, <http://research.fdic.gov/bankfind/index.html>. Assets stated as of September 30, 2019. February 2020.

Major Employers

The following is a partial listing of major employers in the County, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
DeSoto County School District	3,872	Education
Baptist Memorial Hospital	1,750	Healthcare
Williams-Sonoma	993	Distribution of specialty cooking products
Milwaukee Electric Tool	800	Distribution of portable electric tools
Synnex	600	Manufacturing and distribution
District Transportation & Sec.	500	Transportation
Fed Ex Ground	433	Package sorting hub
Methodist Olive Branch Hospital	423	Healthcare
McKesson Corporation	400	Distribution Center
City of Southaven	375	City Government
Future Electronics	357	Electronic equipment & supplies
Landau Uniforms	330	Uniform manufacturer
Siemens Industry Inc.	300	Computer-based building management systems
DeSoto County Civic Center	300	Convention and meeting center
Newly Wed Foods	282	Food Ingredients, seasonings, blends, flavors
Associated Wholesale Grocers	265	Third-party logistics
J.T. Shannon Lumber Company	250	Hardwood lumber and plank flooring
Helen of Troy (OB)	250	Distribution of personal care products
KIK Custom Products	223	Manufacture of guest amenity soaps
Scan Source, Inc.	220	Distribution of specialty technology products

SOURCE: DeSoto County Economic Development Council at www.desotocounty.com. Information available as of February 2020.

Retail Sales for the City

State Fiscal Year Ended June 30	Amount
2019	\$1,295,787,396
2018	1,283,563,742
2017	1,255,568,671
2016	1,235,472,178
2015	1,130,238,021

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue website: www.dor.ms.gov; February 2020.

Sales Tax Rebates from the State

State Fiscal Year Ended June 30	Amount
2019	\$15,083,433
2018	14,527,884
2017	14,443,288
2016	14,517,998
2015	13,596,065

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue website: www.dor.ms.gov; February 2020.

Educational Facilities

The City schools are part of the DeSoto County School District, which is the largest and fastest growing school district in the State. Its Gifted Instructional Program also has the largest enrollment of any such program in the State. The School District operates 24 elementary and intermediate schools, 8 middle schools, and 8 high schools, in addition to a vocational complex and an alternative center. The County is credited with having one of the best technical preparatory programs in the State. Also, thanks to the State's Computers in the Classroom initiative, every classroom in the School District is equipped with computers and internet accessibility, as well as opportunities for distance learning. The high schools are all on block scheduling, which allows more advanced students to complete higher level courses and to earn college credits through dual enrollment and offers remediation to students who are experiencing difficulties. All schools are accredited by the Southern Association of Colleges and Schools and by the State, and about 87% of the County's high school graduates attend college. Total enrollment for the School District for the current scholastic year and the 4 preceding years is as follows:

Scholastic Year	Enrollment
2019-2020	34,752
2018-2019	34,492
2017-2018	33,991
2016-2017	33,537
2015-2016	33,140

SOURCE: Office of Research and Statistics, Mississippi Department of Education's website: <http://reports.mde.k12.ms.us/data/>; February 2020.

TAX INFORMATION

Assessed Valuation

Assessment Year	Real Property	Personal Property ²⁰	Public Utility Property	Total
2019	\$442,189,498	\$156,138,315	\$14,042,996	\$612,370,809
2018	401,273,406	142,712,929	14,338,078	558,324,413
2017	378,592,619	136,661,835	13,560,134	528,814,588
2016	360,369,932	133,281,603	13,068,293	506,719,828
2015	341,807,033	122,007,075	12,356,194	476,170,302

SOURCE: Office of the County Tax Assessor, February 2020.

Procedure for Property Assessments

The Tax Assessor of DeSoto County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the State Tax Commission.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a countywide reappraisal approved by the State Tax Commission and which has been furnished a true copy of that part of the County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Procedure for Tax Collections

Ad valorem taxes on real, personal and utility property are due on February 1 of each year. A penalty in the amount of one percent (1%) per month is levied against all delinquent ad valorem taxes. In the event the taxes are not paid by August 5, the property is sold for taxes on the last Monday in August and upon the sale of any property for failure to pay ad valorem taxes, the owner has two years from the date of sale in which to redeem the property. Ad valorem taxes for motor vehicles (license plates) are due one year from the first day of the month in which the tag is acquired. A onetime late penalty in the amount of 25% of the amount of the taxes due is levied in the event the license plate is not acquired in the month in which it expires. Ad valorem receipts for motor vehicles are collected on a monthly basis.

The Mayor and Board of Aldermen, acting for and on behalf of the City, are required under the Act and the Bond Resolution to annually levy a special tax upon all taxable property within the City sufficient to provide for the payment of the principal of and the interest on the Bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of 1% per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent

²⁰ Personal Property includes automobiles, other motor vehicles and mobile homes.

taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 27-41-55, Mississippi Code of 1972, as amended, and related statutes provide that after the fifteenth day of February or the fifth day of August in each year, the tax collector for each County shall advertise all lands in a City on which all taxes due and in arrears have not been paid, as well as all land liable for other matured taxes, for sales on the first Monday in April or the last Monday of August following, as the case may be. DeSoto County conducts its tax sales during the month of August.

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2019	\$26,900,000	\$27,955,814.14	\$1,055,814.14
2018	24,835,425	25,373,304	537,879

History of Assessed Valuation

The State has undertaken substantial revision of its property taxation since 1980. In that year the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So. 2d 712, in which the State Tax Commission was enjoined from approving assessment rolls from any county in the state for the tax year 1983 unless the Tax Commission equalized the assessment rolls of all counties. While the appeal of that case was pending in the Mississippi Supreme Court, the Legislature passed Senate Bill No. 2672, Regular Session 1980, which is codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972, as amended, which ordered a state-wide reappraisal of property and required appraisal at true value and assessment in proportion to true value. DeSoto County has completed reappraisal.

On June 3, 1986, the voters of the State of Mississippi approved an amendment to Section 112 of the Mississippi Constitution which established certain classes of property and related assessment ratios for property taxation purposes. Formerly there were four classes of property and no assessment ratio of one class could be more than double the assessment ratio of each of the other classes of property. The amendment sets forth five classes of property and provides that the assessment ratio of one class of property must not be more than three times the assessment ratio of each of the other classes of property.

CLASS I	Single-family, owner-occupied, residential real property – ten percent (10%) of true value;
CLASS II	All real property except that of public utilities and single-family, owner-occupied property - fifteen percent (15%) of true value;
CLASS III	All personal property except motor vehicles and personal property of public utilities - fifteen percent (15%) of true value;
CLASS IV	All public utility property - thirty percent (30%) of true value; and
CLASS V	Motor vehicles - thirty percent (30%) of true value.

The entire State has completed its reappraisal, and all property in the City is now appraised at true value. Assessments for the years 1986 and thereafter, for taxes payable in the years 1987 and thereafter, have been and will continue to be based on the assessment ratios set forth in the constitutional amendment and legislation related thereto.

Sections 27-35-15, *et seq.*, Mississippi Code of 1972, as amended, require county tax assessors to annually appraise all personal property subject to taxation and describe how the assessors are to obtain and maintain property lists and how to value the property. Section 27-35-50 of the Mississippi Code also requires determination of true value of all real property annually, and the Mississippi State Tax Commission is given power to establish rules to facilitate implementation of appraisal and assessment.

Rule 6 of the Commission's Property Tax Bureau set the tax roll year 1997 as a year of developing and adopting standards and minimum requirements for maintenance of property appraisal. Each county was to prepare a base property sales file and establish an update cycle of no more than four years, during which 100% of the tax parcels would be physically observed and notated on the county's property records. The Tax Commission has statutory authority to monitor each county's progress and to assure that each county's assessment records comply with acceptable standards.

DeSoto County has opted for the four-year cycle, established its base real and personal property sales files, and is in the midst of its second cycle of physically observing and notating all tax parcels.

Homestead Exemption

The Homestead Exemption Law of 1946, as amended, reduces the local tax burden on certain homes and provides partial replacement of the tax loss by revenues from other sources of taxation on the state level. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied to pay the Bonds, except as hereinafter noted.

Those homeowners who qualify for homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military services, and those classified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value. The tax loss resulting to the City from homestead exemptions is reimbursed by the State Tax Commission. However, in any year the City will not be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to the City in the previous year nor may any exemption exceed \$200.00 per qualified applicant.

Tax Levy per \$1000 Valuation*

	Year in Which Taxes Levied					
	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15
General Purpose	32.92	31.43	30.80	30.43	29.48	27.67
General Obligation Bond & Int. Sinking Fund	10.81	12.30	12.93	13.30	14.25	16.06
Library	0.00	0.00	0.00	0.00	0.00	0.00
Sanitation	0.00	0.00	0.00	0.00	0.00	6.00
Total	43.73	43.73	43.73	43.73	43.73	43.73

*Tax Levy is shown in mills.

SOURCE: Office of the City Administrator, February 2020.

DEBT INFORMATION

Legal Debt Limit Statement

(As of March 1, 2020)

	15% Debt	20% Debt
Authorized Debt Limit (Last Completed Assessment for Taxation (\$612,370,809))	\$91,855,621	\$122,474,161
Present Debt Subject to Debt Limits²¹	25,774,530	26,869,530
TOTAL	\$66,081,091	\$95,604,631,

General Statutory Debt Limits Provisions

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed 15 percent of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation. In computing general obligation bonded indebtedness for purposes of such 15 percent limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefitted, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefitted.

However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds 20 percent of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

²¹ The City's G.O. W&S Refunding Bonds, outstanding in the amount of \$1,095,000 as of March 1, 2020, are subject only to the 20% limitation

Outstanding General Obligation Bonded Debt

(As of March 1, 2020)

Issue	Date of Issue	Original Principal	Outstanding Principal
Public Improvement Bonds	07/01/08	4,000,000	\$ 2,245,000
G.O. Refunding Bonds	04/16/09	6,665,000	355,000
G. O. Bonds	02/26/10	6,000,000	295,000
G.O. Refunding Bonds	11/30/10	3,225,000	1,295,000
G.O. Refunding Bonds	02/17/11	3,505,000	715,000
G.O. W&S Refunding Bonds ²²	10/31/12	2,735,000	1,095,000
G.O. Refunding Bonds, 2012A	10/31/12	3,015,000	1,530,000
G.O. Bonds	11/29/12	2,875,000	920,000
G.O. Bonds, Series 2013A	12/1/13	6,565,000	5,045,000
Taxable GO Bonds, Series 2013B	1/31/14	2,930,000	1,495,000
GO Refunding Bonds, Series 2015	4/09/15	6,870,000	4,425,000
GO Refunding Bonds, Series 2017	12/21/17	3,620,000	3,501,000
GO Negotiable Note, Series 2018	07/31/18	5,200,000	3,953,530
Total:			\$26,869,530

SOURCE: Office of the City Administrator, March 1, 2020.

²² This debt is subject only to the 20% limitation.

Additional Bonded Debt (not subject to Debt Limits)

(As of March 1, 2020)

Issue	Date of Issue	Original Principal	Outstanding Principal
Water & Sewer Revenue Refunding Bonds	05/03/16	\$13,350,000	\$10,705,000

Other Long-Term Debt

(As of March 1, 2020)

Issue	Date of Issue	Original Principal	Outstanding Principal
Mississippi Development Bank Loan ²³	03/31/14	7,945,000	290,000
Total			\$290,000

SOURCE: Office of the City Administrator, March 1, 2020.

Other Outstanding Debt

The City also has outstanding tax increment limited obligation bonds, secured solely by the tax revenue received from the projects, which are subject to neither the 15 nor 20 percent debt limitations, pursuant to Section 21-45-9, Mississippi Code of 1972.

The City also has outstanding notes, which are not subject to the 15 nor 20 percent debt limitation.

²³The City borrowed \$7,945,000 from the Bank on March 31, 2014 for refunding of various outstanding Bank debt. The loan is secured by revenues of the City.

Annual Debt Service Requirements

FY Ending September 30	General Obligation Debt		
	Principal	Interest	Total
2020	\$5,351,496.01	\$854,335.84	\$6,205,831.85
2021	\$4,917,506.05	\$721,066.81	\$5,638,572.86
2022	\$4,694,527.74	\$536,402.00	\$5,230,929.74
2023	\$3,077,000.00	\$417,093.27	\$3,494,093.27
2024	\$2,843,000.00	\$339,738.51	\$3,182,738.51
2025	\$2,654,000.00	\$261,793.25	\$2,915,793.25
2026	\$1,780,000.00	\$196,176.00	\$1,976,176.00
2027	\$1,031,000.00	\$154,944.50	\$1,185,944.50
2028	\$1,075,000.00	\$124,263.00	\$1,199,263.00
2029	\$794,000.00	\$92,379.50	\$886,379.50
2030	\$822,000.00	\$70,630.50	\$892,630.50
2031	\$405,000.00	\$52,237.50	\$457,237.50
2032	\$415,000.00	\$37,887.50	\$452,887.50
2033	\$430,000.00	\$23,100.00	\$453,100.00
2034	\$445,000.00	\$7,787.50	\$452,787.50
Total:	\$30,734,529.80	\$3,889,835.68	\$34,624,365.48

<u>General Obligation Bonded Debt</u>	<u>Fiscal Year Ended September 30</u>				
	2019	2018	2017	2016	2015
General Obligation Public Improvement Bonds (12/01/05)	-0-	-0-	-0-	-0-	210,000
General Obligation Public Improvement Bonds (07/01/07)	-0-	-0-	-0-	285,000	555,000
General Obligation Public Improvement Bonds (07/01/08)	2,245,000	2,445,000	2,635,000	2,815,000	2,990,000
General Obligation Refunding Bonds (04/16/09)	1,095,000	1,815,000	2,515,000	3,190,000	3,845,000
General Obligation Bonds (02/26/10)	580,000	850,000	4,460,000	4,710,000	4,950,000
General Obligation Refunding Bonds (04/15/10)	175,000	605,000	1,020,000	1,425,000	1,815,000
General Obligation Refunding Bonds (11/30/10)	1,530,000	1,760,000	1,980,000	2,195,000	2,405,000
General Obligation Refunding Bonds (02/17/11)	1,055,000	1,385,000	1,705,000	2,020,000	2,325,000
General Obligation W&S Refunding Bonds (10/31/12)	1,350,000	1,600,000	1,840,000	2,075,000	2,305,000
General Obligation Refunding Bonds 2012A (10/31/12)	1,820,000	2,095,000	2,365,000	2,630,000	2,885,000
General Obligation Bonds (11/29/12)	1,215,000	1,505,000	1,790,000	2,070,000	2,345,000
General Obligation Bonds 2013A (12/19/13)	5,320,000	5,585,000	5,845,000	6,095,000	6,335,000
General Obligation Bonds 2013B (01/13/14)	1,760,000	2,015,000	2,260,000	2,495,000	2,720,000
General Obligation Refunding Bonds 2015 (4/09/15)	5,105,000	5,770,000	6,420,000	6,755,000	6,870,000
General Obligation Refunding Bonds 2017 (12/21/17)	3,531,000	3,560,000	-0-	-0-	-0-
General Obligation Note 2018 (7/31/18)	3,953,530	5,200,000	-0-	-0-	-0-
Totals	\$30,734,530	\$36,190,000	\$34,835,000	\$38,670,000	\$42,555,000

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2019	\$30,734,530	5.02%
2018	36,190,000	6.48
2017	34,835,000	6.58
2016	38,670,000	7.63
2015	42,555,000	8.93

EXHIBIT B

**FISCAL YEAR 2019 AUDITED FINANCIAL INFORMATION AND
ADOPTED BUDGET FOR FISCAL YEARS 2019-2020**

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FISCAL YEAR 2018 AUDITED FINANCIAL INFORMATION

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2019-2020 BUDGET

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APPENDIX B
FORM OF BOND COUNSEL OPINION

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[FORM OF BOND COUNSEL OPINION]

___, 2020

Mayor and the Board of Aldermen
City of Southaven

RE: \$_____ City of Southaven General Obligation Refunding Bonds, Series 2020,
dated __, 2020 (the “**Bonds**”)

Dear Ladies and Gentlemen:

We have acted as Bond Counsel (“**Bond Counsel**”) for City of Southaven (the “**City**”), in connection with the issuance of the above-defined Bonds.

The Series 2020 Bonds bear interest, mature and may be transferred and exchanged as set out in the Series 2020 Bonds and in the resolution adopted by the Mayor and the Board of Aldermen of the City on February 18, 2020, authorizing their issuance (the “**Bond Resolution**”). Capitalized terms contained and not defined herein shall have the same meaning as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Series 2020 Bonds under the laws of the State of Mississippi (the “**State**”), and with respect to the excludability of interest on the Series 2020 Bonds from federal and State income taxation. Regarding questions of fact material to our opinion, we have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph, and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Series 2020 Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Series 2020 Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Series 2020 Bonds including a certification of the City prepared pursuant to Section 1.148-2(b)(2)(i) of the United States Treasury Regulations (the “**Non-Arbitrage Certificate**”) relating to the Series 2020 Bonds. We have also examined Bond No. 1 of this issue.

Based on such examination and subject to the following qualifications, it is our opinion as Bond Counsel, on the date hereof, that:

1. The transcript of proceedings evidences complete legal authority for the issuance of the Series 2020 Bonds in full compliance with the laws of the State presently in effect, and that the Series 2020 Bonds constitute valid and legally binding obligations of the City, payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City.

2. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Series 2020 Bonds is exempt from all present income taxes imposed by the State.

3. Under existing statutes, regulations, rulings and court decisions, interest on the Series 2020 Bonds is excludable from gross income for federal income tax purposes, and interest on the Series 2020 Bonds is not a specific preference item for purposes of the computation of federal alternative minimum taxable income. We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2020 Bonds.

The Mayor and the Board of Aldermen of the City, acting for and on behalf of the City, has covenanted in the Bond Resolution and the Non-Arbitrage Certificate that the City will not make any use of the gross proceeds of the Series 2020 Bonds or amount that may be treated as proceeds of the Series 2020 Bonds or do or take or omit to take any other action that would cause: (i) the Series 2020 Bonds to be “arbitrage bonds” as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder; (ii) the interest on the Series 2020 Bonds to be includable in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Series 2020 Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code. Failure of the City to comply with such covenants could result in the interest on the Series 2020 Bonds being subject to federal income tax from the date of issue.

In rendering the foregoing opinion in paragraph numbered 3 above, Bond Counsel has assumed the continuing compliance by the City with the tax covenants and representations in the Bond Resolution and the representations in the Non-Arbitrage Certificate. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Series 2020 Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Series 2020 Bonds, and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Series 2020 Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Series 2020 Bonds becoming subject to federal income tax from the date of issue.

Owners of the Series 2020 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes and the effect of any other collateral federal income tax consequences.

It is understood that the rights of the owners of the Series 2020 Bonds and the enforceability of the Series 2020 Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights

heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement or any other statements made in connection with any offer or sale of the Series 2020 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Series 2020 Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

BUTLER SNOW LLP

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Agreement (this “**Disclosure Agreement**”) is executed and delivered by the Mayor and the Board of Aldermen (the “**Governing Body**”) of City of Southaven (the “**City**”), acting for and on behalf of the City, in connection with the execution and delivery of \$_____ * City of Southaven General Obligation Refunding Bonds, Series 2020 (the “**Bonds**”). The Series 2020 Bonds are being executed and delivered pursuant to a resolution adopted by the Governing Body on February 18, 2020 (the “**Resolution**”). The City covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City for the benefit of the owners of the Series 2020 Bonds and the beneficial owners of the Series 2020 Bonds and in order to assist the Participating Underwriters in complying with SEC Rule 15c2-12.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following terms shall have the following meanings:

“Annual Report” shall mean the City’s annual report as more particularly described in Section 4 of this Disclosure Agreement.

“Dissemination Agent” shall mean the Chancery Clerk of the City or such officer’s designee, or such other person as the Governing Body shall designate in writing from time to time.

“EMMA” shall mean the Electronic Municipal Market Access System found at <http://emma.msrb.org>, which is the electronic format prescribed by the MSRB pursuant to the Rule.

“Fiscal Year” shall mean a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve-month period as may be adopted by the City in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board. The electronic filings with the MSRB shall be through EMMA.

“National Repository” shall mean (a) MSRB’s EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

“Official Statement” shall mean the final Official Statement of the City dated __, 2020, in connection with the Series 2020 Bonds.

“Participating Underwriters” shall mean the original purchaser of the Series 2020 Bonds required to comply with the Rule in connection with the offering of the Series 2020 Bonds.

“Repository” shall mean each National Repository and each State Repository, if any.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State Repository” shall mean any public or private repository or entity designated by the State of Mississippi as a state repository for the purpose of the Rule. As of the date of this Disclosure Agreement, there is no State Repository.

* Preliminary, subject to change.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to provide to each Repository, no later than September 30 of each year, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report. Notwithstanding the foregoing, the City notes that due to certain statutory requirements requiring review of financial statements by the Office of the State Auditor and other regulatory agencies, it does not always receive and accept its audited financial statements for the immediately preceding fiscal year within the timeframe set forth in this paragraph (a). The City therefore agrees to file its audited financial statements in each year within sixty (60) days of such financial statements becoming publicly available.

(b) If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a) above, the City shall send a notice to each Repository in the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements, if available, which may include a brief narrative discussion of the results of operations and financial condition of the City and adopted budgets of the City will be provided and audited financial statements will be provided if and when they become available; and

(b) Updated financial and operating information relating to the City in the form attached hereto as Exhibit C.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the City is an "obligated person" (as defined by the Rule), which have been filed with each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The City shall give or cause to be given notice of the occurrence of any of the following Listed Events with respect to the Series 2020 Bonds, in a timely manner not in excess of ten (10) business days after the occurrence thereof, together with any accompanying information in the form attached hereto as Exhibit D. All eighteen (18) events mandated by the Rule are listed below; however, some may not apply to the Series 2020 Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties.
- (4) Unscheduled draws on the credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2020 Bonds, or other material events affecting the tax status of the Series 2020 Bonds.
- (7) Modifications to rights of Bondholders, if material.

- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property, if any, securing repayment of the securities.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or other similar event of the City.
- (13) The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Failure to provide annual financial information as required by the Rule.
- (16) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material.
- (17) Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the City, any of which reflect financial difficulties; or
- (18) Other material event.

SECTION 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of the Series 2020 Bonds.

SECTION 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the City elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Agreement.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any financial information or operating data provided or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any financial information or operating data provided or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future financial information or operating data provided or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the City to comply with any provision of this Disclosure Agreement any owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under

and as defined in the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the City to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2020 Bonds.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters, owners from time to time of the Series 2020 Bonds and beneficial owners of the Series 2020 Bonds and shall create no rights in any other person or entity.

Date: ____, 2020

CITY OF SOUTHAVEN

By _____
Mayor

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Southaven

Name of Bond Issue: \$_____ City of Southaven General Obligation
Refunding Bonds, Series 2020

Date of Issuance: _____, 2020

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated _____, 2020. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF SOUTHAVEN

By: _____
Authorized Officer

EXHIBIT B

ANNUAL REPORT COVER SHEET

Name of Issuer: City of Southaven

Name of Bond Issue: \$_____ City of Southaven General Obligation
Refunding Bonds, Series 2020

Date of Issuance: _____, 2020

CUSIP Number: _____

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____

Title: _____

Employer: _____

Address: _____

Issuer, State, Zip Code: _____

Voice Telephone Number: _____

EXHIBIT C

Name of Issuer: City of Southaven

Name of Bond Issue: \$_____ City of Southaven General Obligation
Refunding Bonds, Series 2020

Date of Issuance: _____, 2020

CUSIP Number: _____

Government

The governing body of the City is the Mayor and the Board of Aldermen, which consists of five members, each of whom is elected from a separate district or “beat” for concurrent four-year terms. The current members of the Mayor and the Board of Aldermen are as follows:

Name	Occupation	Position Held Since

TAX INFORMATION

Assessed Valuation of the City²⁴

²⁴ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year’s budget. For example, the taxes for the assessed valuation figures for 20__ are collected starting in January, 20__ for the 20__-20__ fiscal year budget of the City.

Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto- Mobiles	Total

Tax Levy Per \$1,000 Valuation²⁵

Fiscal Year

²⁵ Tax levy figures are given in mills. The City levies a tax of nine cents per acre on all timbered and/or uncultivated land located in the City.

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

DEBT INFORMATION**Legal Debt Limit Statement**

(as of _____)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$ 0_____)		
Present Debt Subject to Debt Limits		
Margin for Further Debt Under Debt Limits		

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

EXHIBIT D

MATERIAL EVENT NOTICE COVER SHEET

Name of Issuer: City of Southaven

Name of Bond Issue: \$_____ City of Southaven General Obligation
Refunding Bonds, Series 2020

Date of Issuance: _____, 2020

CUSIP Number: _____

Description of the attached Material Event Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-Payment related defaults, if material
3. _____ Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2020 Bonds, or other material events affecting the tax status of the Series 2020 Bonds
7. _____ Modifications to rights of Bondholders, if material
8. _____ Bond calls, if material, and tender offers
9. _____ Defeasances
10. _____ Release, substitution, or sale of property, if any, securing repayment of the securities
11. _____ Rating changes
12. _____ Bankruptcy, insolvency, receivership or other similar event of the State
13. _____ The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. _____ Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. _____ Failure to provide annual financial information as required by the Rule
16. _____ Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material.
17. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.
18. _____ Other material event notice (specify) _____

I hereby represent that I am authorized by the Issuer/Other Obligated Person or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

Issuer, State, Zip Code: _____

Voice Telephone Number: _____

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**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF SOUTHAVEN, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM
TAXES TO TRICORBRAUN, INC FOR A TEN YEAR PERIOD PURSUANT TO 27-31-
101 ET SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED**

WHEREAS, TricorBraun, Inc. (“Tricor”) located at 8921 Airways, filed with the City of Southaven (“City”) for exemption from ad valorem taxation; and

WHEREAS, Tricor has produced written verification and documentation to the City as to the authenticity and correctness of its Application in regard to the true value of the prayed for exemption and the completion date of said expanded enterprise; and

WHEREAS, the City Board finds as a fact that the property described in the aforesaid Application constitutes a new enterprise which was completed on the 31st day of December, 2019 and that Tricor is entitled to the exemption sought for a period of ten (10) years for real property in the amount of \$9,510,000.00 and for a period of ten (10) years for personal property in the amount of \$551,540.28 beginning on the 1st day of January, 2020, subject to approval and certification by the Mississippi Department of Revenue.

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

1. Based on Tricor’s investment in the City, the application for ad valorem tax exemption for Tricor for ten (10) years for its new enterprise for real property in the amount of \$9,510,000.00 and for ten (10) years for personal property in the amount of \$551,510.28 beginning the 1st day of January, 2020 on the property described in the Application filed by Tricor for tax exemption, be and the same is hereby approved.
2. That Tricor is hereby granted a tax exemption on ad valorem taxes, except school district, parks and library taxes and the State mandated County levies, for real

property in the amount of \$9,510,000.00 for ten (10) years and personal property in the amount of \$551,510.28 for ten (10) years beginning January 1, 2020.

3. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and, that upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the Board of Alderman shall enter a Final Order on its minutes granting the exemption; and said Clerk shall also forward one (1) certified copy to the Tax Assessor of DeSoto County, Mississippi, and obtain the Certificate of said Tax Assessor stating that the personal property as itemized in the Application has been placed on the appropriate tax roll as “Non-Taxable”, except for school district, parks and library taxes and the “mandated levies” for the duration of the exemption period only.

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

Alderman William Brooks	voted: _____
Alderman Kristian Kelly	voted: _____
Alderman Charlie Hoots	voted: _____
Alderman George Payne	voted: _____
Alderman Joel Gallagher	voted: _____
Alderman John Wheeler	voted: _____
Alderman Raymond Flores	voted: _____

RESOLVED AND DONE, this 18th day of February, 2020.

Darren Musselwhite, MAYOR

ATTEST:

City Clerk

39729343.v1
51580755.v1

GUIDELINES FOR BUSINESS INVESTMENT INCENTIVE

DeSoto County, Mississippi

DATE OF APPLICATION: 01/30/2020

Type of Ad Valorem Business Investment Incentive Requested:

1. Real Property X Property Owner DRG Southaven I, LLC

Parcel # 1.08.6.24.27.0.00002.00

2. Personal Property X Owner/Applicant TricorBraun Inc

3. Free Port Warehouse X Owner/Applicant TricorBraun Inc

Description of Property:

1. The property is Leased 100 % or Owned _____ by the job creator?

2. Company Name TricorBraun Inc.

dba: _____

3. Local Mailing Address 8821 Airways Blvd Suite 200
Southaven MS 38671

4. Physical Address 8821 Airways Blvd Suite 200
Southaven MS 38671

5. Local Contact Name Rhonda Walls

Title Site Lead

6. Telephone Number 901-566-6016

7. Email Address taxdept@tricorbraun.com

8. Corporate Headquarters (or division) connected to this DeSoto County company:
TricorBraun Inc

Address 6 City Place Dr. Ste 1000, St. Louis MO 63141

Tax Incentive Contact at corporate Kathy Davis

9. Size of Building:

Current square footage of building See attached square feet

Square footage of building expansion	n/a	square feet
--------------------------------------	-----	-------------

10. Description of company process/product – Describe what your company does (This information will be used to determine eligibility according to Mississippi state statute):

Wholesale Distributor of Packaging Materials

Workforce:

**Company will be required to submit a brief survey to the DeSoto Council updating them on your employment growth on an annual basis. Link to survey attached here:*

https://docs.google.com/forms/d/e/1FAIpQLSfRqHLbsCUtFeG9_fjF-p9Fz8PkUO2f_iRNCW93RSd6aOOqZg/viewform?vc=0&c=0&w=1

1. Number of employees in the DeSoto County office where the incentive will apply:

- | | |
|---|----|
| A. Total # of full-time employees prior to request | |
| B. Total number of employees added in this request | 6 |
| C. Total # of full-time employees | 6 |
| D. Total # of employees of this DeSoto County company who live in DeSoto County | 2 |
| 1) # of full-time hourly employees | 1 |
| Average full-time hourly wage excluding benefits | 21 |
| Average full-time hourly wage including employer paid benefits | 27 |
| 2) # of full-time salaried employees | 1 |
| Average full-time salaried wage | |

excluding benefits	<u>67,600</u>
Average full-time salaried wage including employer paid benefits	<u>67,600</u>
3) Total # of part-time employees	<u>0</u>
Average part-time hourly wage excluding benefits	<u>0</u>
Average part-time hourly wage including benefits	<u>0</u>

2. Do you anticipate hiring seasonal or temporary employees?

YES _____ NO ^x _____

If yes, explain your company's need for seasonal or temporary help _____

3. In two years, what does your company anticipate the level of employment to be:

Full-time salaried 1 Full-time hourly 5 Part-time 0

Seasonal 0

4. Do you offer benefits to all employees? Full-time yes Part-time n/a

BENEFIT	FULL-TIME	PART-TIME
Health Insurance		
*(Provide brief description) Amount Company Pays	\$ 551 - 1,463 per month depending on coverage	\$ 0
Dental Insurance		
Amount Company Pays	\$ 36 - 81 per month	\$ 0
Vision Insurance		
Amount Company Pays	\$ 2 - 5 per month	\$ 0
Education Reimbursement (Explain program below)		
Amount Company Pays	\$ up to \$5,250 per year	\$ 0
Retirement		
Amount Company Pays	\$ 50% of 1st 6% of contribution	\$ 0
Prescription Drug		
Amount Company Pays	\$ included in health plan	\$ 0
Short Term Disability		
Amount Company Pays	\$ 60% to 100%	\$ 0
Long Term Disability		
Amount Company Pays	\$ 100%	\$ 0

*Brief description of Health Insurance 4 tiers of coverage for PPO or high deductible health plan

Tiers = single, employee plus spouse, employee plus children or family

5. Education Reimbursement: On the job _____ University X
Technical License _____ Technical Certification _____

6. Education Program Description: Reimbursement of courses directly related to current role or for career growth at an accredited college/university after completing 60 days of employment. Courses are to be pre-approved.

7. What are your plans to recruit employees in DeSoto County? n/a

8. Estimated annual payroll at the DeSoto County facility \$ 300,000

9. Does your company have union representation in other facilities in the United States?

YES _____ NO X

A. If yes, name the union and explain any strike activity during the last five years.

B. Does your company expect union representation in DeSoto County?

YES _____ NO X

Capital Investment:

1. Amount of capital investment for this project:

Real Property Value (if applicable, % of building leased) \$ 9,510,000

Personal Property Value \$ 551,540.28

The minimum personal property capital investment to be met to be considered eligible for incentive:

5 – 25 Full-Time Employees and \$300,000

26+ Full-Time Employees and \$500,000

Expansions:

1. Is this an expansion: YES _____ NO X

2. If this is an expansion, describe the expansion n/a

Local Economy:

1. What purchases of goods or services are made by your company from local vendors or businesses?

Typical expenditures necessary to operate and maintain our distribution center.

Transportation:

1. Modes of shipping and receiving used by this facility Freight delivery

2. Local, state and federal highways most frequently used by this facility TBD as good are delivered
from multiple locations

Company Operations:

1. Locally owned YES _____ NO x

A. If no, where is the controlling office of your organization located?

St Louis Missouri

2. Type of industry (NAIC Code) 423840

3. Products produced n/a

4. Products distributed packaging material

5. Describe any other process carried out by this business n/a

6. Market area Regional distribution center

7. Estimated annual sales, manufacture, or distribution \$ 15,000,000

8. Key site criteria driver to locate or expand in DeSoto County Opportunity to invest in a new

facility as our previous lease came up on expiration.

Economic Council

Are you a member of the DeSoto County Economic Council? YES X NO

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

Community Involvement

To encourage community partnerships, you will be required to become involved in at least one county and/or municipal charitable organization. Are there any DeSoto County charitable organizations or causes that you or your Corporate headquarters currently participate in and please list? We have included a list of local opportunities to serve and will ask you to check at least one and to follow up with the contact agency. Note checklist.

Currently investigating opportunities.

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

The DeSoto Council strongly recommends that each applicant company consult and utilize its own legal counsel for the business investment incentive application, presentation and approval process. The DeSoto Council will provide referrals of recommended attorneys for this purpose to applicant companies upon request.

FOREIGN TRADE ZONE (Applicable to DeSoto Trade Center site only):

Will your company be pursuing an activation of the Foreign Trade Zone?

 x Yes No

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

The DeSoto Council strongly recommends that each applicant company consult and utilize its own legal counsel for the business investment incentive application, presentation and approval process. The DeSoto Council will provide referrals of recommended attorneys for this purpose to applicant companies upon request.

AD VALOREM TAXES

Application of TricorBraun Inc

For investment incentive from ad valorem taxes for

A period of 10 years as authorized by

Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended.

2 (Originals) **TO THE** DeSoto County Board of Supervisors of DeSoto County, Mississippi

2 (Originals) **TO THE** Mayor and Board of Aldermen of Southaven, Mississippi

1. TricorBraun Inc files this application in triplicate for investment incentive from ad valorem taxation, and respectfully represents unto his Honorable Board as follows:

2. Applicant, TricorBraun Inc is a corporation [partnership/LLC] and domiciled in the City of Southaven, DeSoto County, Mississippi.

3. Applicant is now operating as a (specify product type) packaging materials distributor manufacturing distribution type of industry within the City of Southaven, DeSoto County, Mississippi, which factory is a bona fide (x new ___ expanded) enterprise of public utility within the meaning of Section 27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the investment incentive granted by the above Mentioned section by specific enumeration, namely (manufacturing/distribution) distribution.

4. That said enterprise was completed on the 31 day of December, 2019 within the meaning of the applicable statutes of the State of Mississippi, and therefore, the investment incentive hereby claimed should commence on said date.

5. That said (x new ___ expanded) enterprise will provide approximately 6 new jobs with an estimated annual payroll of \$ 300,000.

6. That said investment incentive of the tangible property described in "Exhibit A" should be granted for a period of 10 years from said date of completion.

7. That the true value of all property included in the investment incentive is 10,061,540.28

dollars, as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Board enter a finding that applicant's factory is in fact a (X new _____ expanded) enterprise of public utility, and that the same was completed on the 31 day of December , 20 19 , within the meaning of the applicable laws of Mississippi; and

That applicant be granted an investment incentive from ad valorem taxation except *Education County Levy, Road and Bridge and Debt Service; Municipal Parks and Library taxes, and State Mandated County Levies*, as provided by law, for a period of 10 years beginning on the 1st day of January, 20 20 , upon all of the tangible property described in "Exhibition A" attached hereto and made a part hereof, used in, or necessary to the operation of the applicant's facility in the City of Southaven, DeSoto County, Mississippi; and

That this Board approve this application by an order resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except *Education County Levy, Road and Bridge and Debt Service; Municipal Parks and Library taxes, and State Mandated County Levies*, for a period of 10 years and forward an original of this application and a certified transcript of such approval to the Mississippi Department of Revenue and upon approval of such application by the said Mississippi Department of Revenue and certification of its approval, the Board will enter a final order on its minutes granting the investment incentive herein prayed.

Respectfully submitted, this 4 day of February , 20 20 .

TricorBraun Inc

Applicant

BY: Mark Schoen



VP - Treasurer, Assistant Secretary

Title

ATTEST: _____

FREE PORT WAREHOUSE
REPORT OF INVENTORY

JANUARY 1, 20 20

Name of Warehouse TricorBraun Inc.

Location 8921 Airways Blvd Suite 200 City Southaven County DeSoto

Mailing Address 6 City Place Dr. Ste 1000, St. Louis MO 63141

1. Total value of personal property as of 1/1/20 20 . 422,000
2. Estimated percentage of personal property to be shipped within Mississippi. 9%
3. Amount of personal property to be assessed (Multiply Item 1 times Item 2). 37,980

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the

31 day of January, 2020.

By 

Title VP - Treasurer, Assistant Secretary

This report shall be submitted to the **Tax Assessor** no later than **March 31st** of each year.

Exhibit A

Real Property

Land Cost:	234,000.00
Building:	<u>9,276,000.00</u>
Total Real Property	9,510,000.00

Personal Property

Machinery & Equipment & Furniture & Fixtures	448,366.08
Leashold Improvements	<u>103,174.20</u>
Total Personal Property	551,540.28

Grand Total:	10,061,540.28
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Exhibit B
Asset Listing

System #	Class	Acquisition Date	FA Description	Value	Acquisition Year
Furniture & Fixtures					
FAF-000351	10	10/31/2004	STACK CHAIRS	961.40	2004
FAF-000726	10	8/10/2011	TOSHIBA COPIER/SCANNER	7,125.00	2011
FAF-000861	10	10/1/2014	2 STEELCASE CHAIRS	1,560.73	2014
FAF-000938	10	12/1/2019	PMC Furniture - Cubes..	37,946.92	2019
FAF-00939	10	12/1/2019	Furniture & Prints	4,783.94	2019
Total Furniture & Fixtures				52,377.99	
Machinery & Equipment					
MAE-000055	12	2/28/1999	PALLET JACK	525.01	1999
MAE-000058	12	7/31/2008	RAYMOND 4400 MODEL 440	1,080.00	2008
MAE-000571	12	8/1/2014	5 CHARGER STANDS	3,598.70	2014
HDW-001832	12	6/1/2014	LEXMARK PRINTER X792DE	5,713.22	2014
HDW-002115	12	7/1/2016	SAMSUNG TV FOR VIDEO CONFERENC	275.45	2016
HDW-002136	12	7/1/2016	TV FOR CONFERENCE ROOM	1,440.43	2016
HDW-002148	12	4/1/2016	POLYCOM UNIT & INSTALL FEES	13,439.85	2016
HDW-002247	12	4/1/2017	2 THINKPAD T460'S w 2 MONITORS	3,640.00	2017
HDW-002354	12	12/1/2017	CISCO IP PHONE	2,158.66	2017
MAE-000737	12	10/1/2017	WHIRLPOOL REFRIGERATOR	883.94	2017
MAE-000739	12	12/1/2017	STRETCH WRAPPER	11,892.78	2017
HDW-002390	12	5/1/2018	DESKTOP COMPUTERS	4,799.00	2018
MAE-000802	12	12/1/2019	RAYMOND SIT DOWN	16,563.00	2019
MAE-000803	12	12/1/2019	DOUBLE DEEP REACH FORKLIFT	146,353.13	2019
MAE-000805	12	12/1/2019	2 RAYMOND FORKLIFTS	121,491.22	2019
MAE-XXXXXX	12	12/1/2019	RACKING	62,133.70	2019
Total Machinery & Equipment				395,988.09	
Total F&F & M&E				448,366.08	
Leasehold Improvements					
LHI-000590	14	12/1/2019	Wiring	93,571.64	2019
LHI-XXXXXX	14	12/1/2019	Sign Works	9,602.56	2019 *
Total Leashold Improvement				103,174.20	
GRAND TOTAL				551,540.28	

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

**AS TO MISSISSIPPI FORMATTING
REQUIREMENTS PREPARED BY:**

**Dudley B. Bridgforth, Esq.
Bridgforth, Buntin & Emerson, PLLC
5293 Getwell Road
Southaven, Mississippi 38672
(662) 393-4450**

RETURN TO:

**Philip F. Head, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
(615) 244-6380**

MS Bar No. 4547

**INDEXING INSTRUCTIONS: Lot 2 of Final Plat Haywood Davis 2 Lot S/D, NE 1/4 of
Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash
in hand paid, and other good and valuable consideration, the receipt of all of which is hereby
acknowledged, I

**DRG AIRWAYS, LLC
1817 Patterson Street, Suite 200
Nashville, Tennessee 37203
Phone: (615) 969-8177
GRANTOR**

does hereby sell, convey and quitclaim unto

DRG Southaven I, LLC
1817 Patterson Street, Suite 200
Nashville, Tennessee 37203
Phone: (615) 969-8177
GRANTEE

the following described property, together with any and all improvements thereon, lying and being situated in DeSoto County, Mississippi, being more particularly described as follows:

Lot 2 of Final Plat, Haywood Davis 2 Lot Subdivision, in the northeast quarter of Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 114, Page 32 in the Office of Chancery Clerk of DeSoto County, Mississippi, being more particularly described per the survey by Pickering Firm, Inc. dated July 19, 2018, Project # 25486.00, as follows:

BEGINNING at a found 1 inch pipe in the west right-of-way of Airways Boulevard (public paved road, 106 feet wide) at the southeast corner of Lot 1 of the WN Stateline Subdivision as recorded in Plat Book 56–Page 49 and said point of beginning being South 00 degrees 00 minutes 28 seconds West–345.00 feet and 89 degrees 59 minutes 34 seconds West–53.00 feet from the Northeast corner of Section 24, Township 1 South, Range 8 West (no monument found, reproduced per Plat at Book 114, Page 32) and said point of beginning being further located at Mississippi State Plane Coordinates (NAD 83–West) of 1997755.26 feet North and 2399419.78 feet East;

> thence following along the west right-of-way of Airways Boulevard, South 00 degrees 00 minutes 28 seconds West–518.43 feet to a found steel t-post at the Northeast corner of the Cooper Lighting, Inc. property per Warranty Deed of record Book 436–Page 283 and said found steel t-post being further located at Mississippi State Plane Coordinates (NAD 83–West) of 1997236.83 feet North and 2399419.71 feet East;

> thence leaving the west right-of-way of Airways Boulevard and following along the north line of the Cooper Lighting property, South 89 degrees 56 minutes 27 seconds West–729.58 feet to a found 1 inch pipe at the southeast corner of Parcel 1 of the Market Subdivision–First Revision as recorded in Plat Book 30–Page 24 and said found 1-inch pipe being further located at Mississippi State Plane Coordinates (NAD 83–West) of 1997236.08 feet North and 2398690.13 feet East;

> thence following along the east line of said Parcel 1, North 00 degrees 33 minutes 06 seconds West–519.11 feet to a found 1/2 inch rebar at the southwest corner of Lot 1 of the Haywood Davis 2 Lot Subdivision as recorded in Plat Book 114–Page 32;

> thence following along the south line of Lot 1 of the Haywood Davis 2 Lot Subdivision and south line of Lot 1 of the aforesaid WN Stateline Subdivision, North 89 degrees 59 minutes 34 seconds East–734.65 feet to the POINT OF BEGINNING.

[Signature on Following Page]

WITNESS MY SIGNATURE, this 14th day of March, 2019.

DRG AIRWAYS, LLC, a Delaware limited liability company

By: [Signature]
Name: James Madison Love, II
Title: Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of March, 2019, within my jurisdiction, the within named James Madison Love, II who acknowledged that he is the Manager of DRG Airways, LLC, a Delaware limited liability company, and that for and on behalf of the said DRG Airways, LLC and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said DRG Airways, LLC so to do.

[Signature]
NOTARY PUBLIC

My commission expires:

5-8-2022



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

WHEREAS, TricorBraun, Inc. (“Tricor”) seeks an exemption from ad valorem taxes at its warehouse operation located at 8921 Airways Blvd., Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant’s finished good warehouse and in transit through the State of Mississippi and which either is moving in interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Tricor’s finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

WHEREAS, Tricor has filed an Application with the City of Southaven (“City”) for exemption from free port tax warehouse ad valorem tax exemption; and

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

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

1. That Tricor ships personal property to a final destination outside the State of Mississippi during the calendar year.
2. That Tricor is qualified to make application for exemption from Freeport Warehouse Ad Valorem Tax.
3. This Mayor and Board of Alderman of the City of Southaven, Mississippi, acknowledge Tricor’s contribution to the economic development of Southaven and believe that it should exercise its discretionary authority to exempt from all free port taxes to the full extent permitted by statute all personal property held in Tricor’s free

port warehouse and in transit through this State and which either is moving in interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Tricor's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi as authorized by Section 27-31-51 et seq. of the Mississippi Code (1972) as amended.

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

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

Alderman William Brooks	voted: _____
Alderman Kristian Kelly	voted: _____
Alderman Charlie Hoots	voted: _____
Alderman George Payne	voted: _____
Alderman Joel Gallagher	voted: _____
Alderman John Wheeler	voted: _____
Alderman Raymond Flores	voted: _____

RESOLVED AND DONE, this 18th day of February, 2020.

Darren Musselwhite, MAYOR

ATTEST:

City Clerk
51580563.v1

Free Port Warehouse Application for License

Warehouse Name TricorBraun Inc.

Location 8921 Airways Blvd Suite 200 Southaven MS 38671 DeSoto
Street City County

Mailing Address 6 City Place Dr. Ste 1000, St. Louis MO 63141

Sole Owner Partnership ☒ Corporation Other

(if partnership or corporation, give name, address, and title of partners or officers)

Mark Schoen Vice President, Treasurer & Ass't Secy
Name Title

Court Carruthers President & CEO
Name Title

Declan McCarthy SVP, Finance, CFO
Name Title

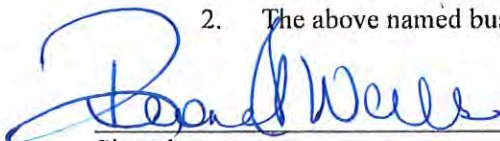
If corporation, organized under Laws of State of Missouri

When did you begin operating in Mississippi? January 4, 2020

-CERTIFICATE-

I CERTIFY:

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


Signed

Site Lead
Title

2-11-2020
Date

Mail to: DeSoto County Tax Assessor
365 Loshier Street, Suite 100
Hernando, MS 38632

Sales Rep Name: Julie Riekhof
ProCare Service Rep: Ben Aylor

3800 E. Centre Ave
Portage, MI 49009

Date: 1/31/2020
ID #: 200130080116

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1270969
Account Name: City of Southaven
Account Address: 8710 Northwest Dr
City, State Zip: Southaven, MS 38671

Name: Leslie Duke
Title: EMS
Phone: (662) 671-2607
Email:

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6390	Power-LOAD	EMS Prevent	5	3		\$25,965.00
2	6506	Power Cots	EMS Prevent	6	3		\$23,130.90

PROGRAM INCLUDES:**EMS Prevent:**

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$49,095.90
	Discount	20%
	FINAL TOTAL	\$39,276.72

Start Date: 2/7/2020
End Date: 2/6/2023

Stryker Signature

Date

Customer Signature

Date

Purchase Order Number (MUST INCLUDE HARD COPY)

☐

Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
pricing valid for 30 days.

All
**Quote

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	6390	2018012400337	EMS Prevent
2	6390	140740886	EMS Prevent
3	6390	161240762	EMS Prevent
4	6390	141139744	EMS Prevent
5	6390	160139706	EMS Prevent
6	6506	160139768	EMS Prevent
7	6506	140740855	EMS Prevent
8	6506	141141407	EMS Prevent
9	6506	170140139	EMS Prevent
10	6506	180840248	EMS Prevent
11	6506	180740998	EMS Prevent

SERVICE AGREEMENT – City of Southaven, MS (February 2020)

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and City of Southaven, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker, upon approval of Customer, may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and/or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within forty-five (45) days (as mandated by Mississippi law) from the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

IN NO INSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 962499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information, except such disclosure as may be required for purposes of public meetings, minutes or the like; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates, or except as noted in (a) above. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration. Stryker is aware that Customer is a Mississippi governmental entity. Customer is not bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for. In executing the Agreement, Customer does not waive any rights it may have to object to, contest, or refuse to comply with any provision of the Agreement that is impermissible by operations of the laws of the State of Mississippi.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

NEW PROJECT INDUCEMENT AGREEMENT

This New Project Inducement Agreement (this "Agreement") is made and entered into effective as of the Effective Date (as defined herein) by and among the DeSoto County Economic Development Council (the "EDC"), DeSoto County, Mississippi, acting by and through its Board of Supervisors (the "County"), the City of Southaven, Mississippi, acting by and through its Board of Aldermen (the "City", and together with the EDC and the County, the "Inducers" and each an "Inducer"), and Medline Industries, Inc., an Illinois corporation (the "Company"). The City, the County and Company may be referred to herein each as a "Party" or collectively as the "Parties."

RECITALS

A. **WHEREAS**, the Company and/or one or more Affiliates thereof will acquire, develop, construct, install, equip and operate a new warehouse and distribution facility for the distribution of medical supplies to a continuum of health care providers (the "Project", as more particularly defined herein) on the Project Site (as defined herein) located in the City and the County, and in the State of Mississippi (the "State");

B. **WHEREAS**, the Company and the Project qualify for assistance under the Mississippi Health Care Zone Industry Act, pursuant to Section 57-117-1 *et seq.*, Mississippi Code of 1972, as amended (the "Code"), and the MDA has certified the Project as a health care industry facility, as defined in Code Section 57-117-3(a), and has granted and issued to the Company Health Care Industry Certificate No. HC-32, a copy of which is attached as **Exhibit "A"** hereto (the "HCI Certificate");

C. **WHEREAS**, the aggregate cost of the Project (as defined herein) will exceed the \$10,000,000 minimum capital investment and result in the creation of twenty-five (25) or more new, full-time jobs, each as required by Code Section 57-117-3 for the payment of a fee in lieu of ad valorem taxes by a qualified health care industry facility pursuant to Code Sections 27-31-104 and 57-117-1 *et seq.*;

D. **WHEREAS**, the Inducers acknowledge that the Company could locate the Project in another municipality, county and/or state, and the Company would not have pursued the Project at the Project Site without the benefits made available by the Code and this Agreement;

E. **WHEREAS**, the Inducers desire to encourage the Company to locate the Project in the City and the County for the benefit of the citizens thereof, and of the State, and their respective constituents, and the Inducers and the Company each acknowledge that the agreements contained herein constitute significant inducements which the Company has taken into account in connection with the decision to locate the Project in the City, the County and the State;

F. **WHEREAS**, the Parties are desirous of having their agreed upon proposals, inducements, commitments, and obligations with respect to the Project set forth in a valid, binding and enforceable agreement;

G. **WHEREAS**, the Inducers understand and acknowledge that the Mississippi Development Authority (the "MDA"), acting on behalf of the State, has separately issued to the Company its commitment to provide one or more grants of State and/or federal funds to incentivize the Company to locate the Project in the State and to create and maintain jobs in the State in connection therewith, and as a result of such commitment of State and/or federal funds by the MDA, the governing board of the each Inducer is expressly authorized to enter into this binding Agreement in accordance with Code Section 17-25-27, which Agreement shall therefore also be binding upon any future governing board thereof;

H. **WHEREAS**, on the date the last Party hereto executes this Agreement (the "Effective Date"), this Agreement shall become the legally binding obligation of the Company and each of the Inducers for and in consideration of the Company's decision to locate the Expansion Project within the City and County, and for and in consideration of the Inducers' support and incentives provided herein; and

I. **WHEREAS**, all statutory references made in this Agreement, unless otherwise specified, shall be deemed to refer to the Mississippi Code of 1972, as amended, (the "Code").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the Parties hereto hereby agree as follows:

**ARTICLE I.
DEFINITIONS; TERMINOLOGY OF AGREEMENT**

Section 1.01 **Defined Terms.**

- (a) "ACE Grant" has the meaning ascribed to such term in Section 4.01(a) hereof.
- (b) "ACE Grant Agreement" has the meaning ascribed to such term in Section 4.01(a) hereof.
- (c) "Adjoining Parcel" means, collectively, those parcels of real property located due south of the Project Site, which adjoining parcel(s) are not owned by the Company and are collectively bounded by (i) the Project Site to the north, (ii) Interstate 55 to the east, (iii) and Highway 51 to the west and Star Landing Road to the south.
- (d) "Affiliate" means any Person which Controls, is Controlled by, or is under common Control with the Company.
- (e) "Agreement" has the meaning ascribed to such term in the Preamble hereof.
- (f) "Applicable Accounting Rules" shall mean the accounting principles generally recognized as applicable to the Company and its Affiliates and pursuant to which the Company regularly prepares and maintains its financial and accounting books and records and which specifically incorporate Generally Accepted Accounting Principles or International Financial Reporting Standards, as appropriate.
- (g) "Applicable Law" means any and all federal, State, County, and City rules, regulations, statutes, ordinances, permits, resolutions, judgements, orders, decrees, directives, interpretations, standards, licenses, governmental approvals, and similar binding authority, applicable to the Project and/or the performance by the Parties of their respective obligations or the exercise of their respective rights in connection with this Agreement.
- (h) "Back-End Exemptions" shall have the meaning ascribed to such term in Section 9.04 hereof.
- (i) "Business Day" means any day other than a Saturday, a Sunday, or a day on which banks, generally, and public offices are not open under the laws of the State.
- (j) "Capital Investment" shall mean any expenditures of the Company or any other Person, including any Affiliate of the Company, for the Project which can be capitalized under Applicable Accounting Rules, whether or not the Company, or its Affiliates, if applicable, elects to capitalize the same, as reflected in the Company's or such Affiliate's financial statements, including, but not limited to, all costs associated with the acquisition, installation and/or construction of, or capital leasehold interest in, any buildings and other real property improvements, fixtures, equipment, machinery, landscaping, fire protection, depreciable fixed assets, engineering and design costs and any other capitalizable costs associated with the foregoing, including, but not limited to, any costs of replacements of, repair parts for or services to repair, any of the foregoing.

- (k) "City" has the meaning ascribed to such term in the Preamble hereof.
- (l) "City Funds" shall mean, collectively, the City Road Funds and the Fire Line Funds.
- (m) "City Road Funds" has the meaning ascribed to such term in Section 6.02 hereof.
- (n) "Code" has the meaning ascribed to such term in the Recitals hereof.
- (o) "Company" has the meaning ascribed to such term in the Preamble hereof.
- (p) "Control" (including the correlative meanings of the terms "Controlled by" and "under common Control with" and "Controlling") means with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.
- (q) "County" has the meaning ascribed to such term in the Preamble hereof.
- (r) "County Road Funds" has the meaning ascribed to such term in Section 7.01 hereof.
- (s) "DIP Grant" has the meaning ascribed to such term in Section 4.01(b) hereof.
- (t) "DIP Grant MOA" has the meaning ascribed to such term in Section 6.01 hereof.
- (u) "EDC" has the meaning ascribed to such term in the Preamble hereof.
- (v) "Effective Date" has the meaning ascribed to such term in the Recitals hereof.
- (w) "FILOT Agreement" shall have the meaning ascribed to such term in Section 9.02 hereof
- (x) "FILOT Agreement Term" shall have the meaning ascribed to the term "Term of this Agreement", as defined in the FILOT Agreement.
- (y) "Fire Line Funds" has the meaning ascribed to such term in Section 6.03 hereof.
- (z) "Fire Line Improvements" shall mean the fire water line improvements described in Schedule 1.01(y), to be constructed or installed by the City in accordance with this Agreement.
- (z) "Full-Time Job" shall mean a job requiring a minimum of 1,820 hours of an employee's time per year for an entire normal work year of the Company's operations or a job for which the employee is otherwise paid for 1,820 hours for such annual period; and which job did not exist at any other Company facility (or any Affiliate's facility) located within the State before the Effective Date, and shall include such employment of the Company and/or one more Affiliate's thereof only at the Project Site.
- (aa) "HCI Certificate" has the meaning ascribed to such term in the Recitals hereof.
- (bb) "Inducer" or "Inducers" has the meaning ascribed to such term in the Preamble hereof.
- (cc) "Investment Commitment" has the meaning ascribed to such term in Section 3.02(a) hereof.
- (dd) "Jobs Commitment" has the meaning ascribed to such term in Section 3.02(b) hereof.
- (ee) "MDA" has the meaning ascribed to such term in the Recitals hereof.

(ff) “MDA Grant” and “MDA Grants” shall have the respective meanings ascribed to such terms in Section 4.01(b) hereof.

(gg) “Party” and “Parties” shall the respective meanings ascribed to such terms in the Preamble hereof.

(hh) “Person” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

(ii) “Project” means the proposed new (approximately 1.2 million square feet) distribution facility for the distribution of medical supplies to a continuum of medical providers to be acquired, developed, constructed, installed, equipped, operated and maintained on the Project Site by the Company and/or one or more Affiliates thereof.

(jj) “Project Completion Date” shall mean the later of the following dates: (a) the date of issuance of one or more certificates of occupancy for the principal building(s) constructed or caused to be constructed by the Company on the Project Site, and (b) the date that the Company commences commercial operations of the Project on the Project Site (*i.e.*, commences shipping medical supplies warehoused on the Project Site to one or more medical providers).

(kk) “Project Site” means the real property described in **Exhibit B** attached hereto, which is located at 3510 Highway 51 N, Southaven, MS 38672.

(ll) “Road Improvements” shall mean those public road improvements described in Schedule 1.01(kk), to be constructed or installed by the City in accordance with this Agreement.

(mm) “State” has the meaning ascribed to such term in the Recitals hereof.

(nn) “Tax Incentives” has the meaning ascribed to such term in Section 9.01 hereof.

(oo) “Water Improvements” shall mean the water line improvements described in Schedule 1.01(oo), to be constructed, installed and operated by the City in accordance with this Agreement.

Section 1.02 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after the Effective Date.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Unless otherwise noted, the terms “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.”

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Any references to Articles and Sections in this Agreement shall be deemed to be references to the Articles and Sections in this Agreement except or unless the context or express terms of this Agreement may otherwise provide, specify or dictate.

(e) The word “days” as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day.

(f) Any reference to Applicable Law shall be read to mean as the Applicable Law, as amended from time to time, except to the extent that a Party’s obligation to comply or perform was satisfied prior to such amendment.

(g) The recitals hereto contain statements of fact and/or expressions of intention and are incorporated into and made part of the substance of this Agreement.

ARTICLE II. GENERAL OBLIGATIONS OF THE PARTIES

Section 2.01 Company’s Commitments. For and in consideration of the commitments of each of the Inducers as expressed herein, the Company agrees to acquire, develop, construct, install, operate and maintain, and/or cause one or more Affiliates thereof to acquire, develop, construct, install, operate and maintain, the Project on the Project Site in accordance herewith, and to perform its other commitments stated herein.

Section 2.02 Inducer Commitments. For and in consideration of the commitments of the Company as expressed herein, the Inducers each agree to perform their respective commitments stated herein.

ARTICLE III. THE COMPANY COMMITMENTS

Section 3.01 Location of the Project. The Company acknowledges and agrees that the Project will be located on the Project Site.

Section 3.02 Project Commitments. The Company hereby agrees, warrants and commits that the Project will result in the following:

(a) a Capital Investment in the Project on the Project Site by the Company and/or any other Person, including any Affiliates of the Company, from any source or combination of sources, excluding any funds contributed by the Inducers, in accordance with this Agreement, of not less than Forty-Six Million Dollars (\$46,000,000) by no later than the fifth (5th) annual anniversary of the Project Completion Date (the “Investment Commitment”); and

(b) the creation on the Project Site of no fewer than four hundred fifty (450) new, Full-Time Jobs in the City and County on or before the fifth (5th) annual anniversary of the Project Completion Date (the “Jobs Commitment”). The Parties hereby agree that such Full-Time Jobs relocated and maintained in satisfaction of the Jobs Commitment may be direct employees of the Company and/or any Affiliate thereof provided that such Full-Time Jobs are located on the Project Site in connection with the Project. For purposes of this Agreement, the Parties agree that a Full-Time Job shall be deemed maintained if it is filled within ninety (90) days after having been vacated.

Section 3.03 Future Grant of Road Right-of-Way. Without limiting the respective obligations of the City and County set forth herein regarding the Road Improvements, the City and County have advised the Company that (a) one or both them may, in the future, elect to extend Pepperchase Drive to connect it with either Star Landing Road to the south or to Mississippi Highway 51 to the east, and (b) either such alternative will require (i) certain approvals of the Mississippi Department of Transportation and/or the Mississippi Transportation Commission and (ii) the acquisition by the City of a road right-of-way across a portion of the Adjoining Parcel. Should the City and/or County obtain such Mississippi Department of Transportation and/or the Mississippi Transportation

Commission and acquire the requisite road right-of-way across Adjoining Parcel, the Company hereby agrees that it shall, upon request by the City and/or County donate to the City and/or County, as applicable, such road right-of-way across the Project Site needed to connect the end of Pepperchase Drive to Star Landing Road or Highway 51, as conten[plated above; provided, however, such donation of said road right-of-way by the Company shall be located only upon that portion of the Project Site depicted on **Exhibit "C"** attached hereto. For the avoidance of any confusion, the Company shall have no obligation to donate any road right-of-way across any portion of the Project Site except for that portion thereof specifically depicted as right-of-way or potential future road route on **Exhibit "C"**.

ARTICLE IV. THE MDA COMMITMENTS

Section 4.01 MDA Grants. Although the MDA is not a party hereto, the Parties acknowledge that the MDA has provided a written commitment to the Company pursuant to which the MDA agreed to provide the following MDA Grants (as defined below) in support of the Project:

(a) *ACE Grant.* An ACE Fund grant made pursuant to Code Section 57-1-16 and the associated MDA regulations promulgated in accordance therewith in the amount of \$350,000 (the "ACE Grant"), which grant is to be disbursed through the EDC therewith to reimburse the Company or the City, as applicable, for those Project-related expenditures made thereby which are eligible for reimbursement under applicable State law and approved by the MDA. The Parties each acknowledge that the obligations of the MDA to make and disburse the ACE Grant is subject to the submission of an application by the EDC, and terms and conditions of the ACE Grant Agreement between the MDA, the EDC and the Company setting forth the specific terms and conditions of the ACE Grant and obligations of the parties to such agreement (the "ACE Grant Agreement"). To the extent that such application has not been submitted prior to the Effective Date hereof, the EDC and the Company hereby agree to cooperate with one another to complete and submit the ACE Grant application as promptly as possible.

(b) *DIP Grant.* A Development Infrastructure Program grant made pursuant to Section 57-61-36 of the Mississippi Code of 1972, as amended, and regulations promulgated by the MDA in connection therewith in the amount of \$3,541,000 (the "DIP Grant" and together with the ACE Grant, the "MDA Grants" and each a "MDA Grant"), which grant is to be made to, and disbursed through, the City to fund or reimburse the City for eligible expenses incurred thereby to construct the Road Improvements. The Parties each acknowledge that the obligations of the MDA to make and disburse the DIP Grant is subject to the submission of an application by the City, and the negotiation and execution of a DIP Grant agreement between the MDA and the City, and the DIP Grant MOA between the City and the Company, each setting forth the specific terms and conditions of the DIP Grant and obligations of the respective parties to such agreement. To the extent that such application has not been submitted prior to the Effective Date hereof, the City and the Company hereby agree to cooperate with one another to complete and submit the DIP Grant application as promptly as possible.

ARTICLE V. THE EDC COMMITMENTS

Section 5.01 ACE Grant. Subject to the issuance and disbursement of the ACE Grant by the MDA, as described in Article IV hereof, the EDC agrees to serve as the grantee for the ACE Grant and to take such actions as may be customary, reasonable and necessary to cause such grant proceeds to be remitted directly, or indirectly through the EDC, to the Company to reimburse it for those Project-related expenditures made thereby which are eligible for reimbursement under applicable State law and approved by the MDA. In connection with the provision of the ACE Grant, the EDC and the Company have executed or shall execute an ACE Fund Program Grant Agreement (the "ACE Grant Agreement") with the MDA, which sets forth the specific terms and conditions of the ACE Grant and obligations of the parties to such agreement. Notwithstanding any provision of this Agreement or the ACE Grant Agreement to the contrary, the Company shall be solely responsible for the any penalties or repayment of the ACE Grant, or any portion thereof, resulting from the failure by the Company to satisfy its job creation and/or capital investment requirements set forth in the ACE Grant Agreement. The Company hereby assigns all of its rights to

receive any of the ACE Grant proceeds to the City in order for the City to utilize such funds to construct and install the Water Improvements pursuant to Section 6.04 hereof.

ARTICLE VI. THE CITY COMMITMENTS

Section 6.01 DIP Grant. The City shall make proper application to the MDA for, and subject to the MDA's approval of said application, receive therefrom, the DIP Grant, the proceeds of which shall be used by the City to fund the Road Improvements in accordance herewith. In connection with the provision of the DIP Grant, the City and the Company shall have executed a Development Infrastructure Program Grant Memorandum of Agreement (the "DIP Grant MOA"), which shall set forth the specific terms and conditions of the DIP Grant and obligations of the parties to such agreement. Notwithstanding any provision of this Agreement or the DIP Grant MOA to the contrary, the Company shall be solely responsible for any penalties or repayment of the DIP Grant, or any portion thereof, resulting from the failure by the Company to satisfy its job creation and capital investment requirements set forth in the DIP Grant MOA.

Section 6.02 Road Improvements. In addition to using the available DIP Grant proceeds and County Road Funds, the City shall contribute up to Two Hundred Fifty Thousand Dollars (\$250,000) (the "City Road Funds") to fund one-half (1/2) of those costs to the construct of the Road Improvements which are not otherwise first funded using the DIP Grant proceeds in accordance with Section 8.01. The City shall complete the Road Improvements no later than December 31, 2021, using the DIP Grant proceeds, County Road Funds and City Road Funds, in accordance with the provisions of Article VIII, with such completion to be evidenced by the opening of such Road Improvements by the City to 24 hour a day, 7 day a week public traffic.

Section 6.03 Fire Line Improvements. The City shall contribute up to Two Hundred Thousand Dollars (\$200,000) (the "Fire Line Funds") to fund the construction of the Fire Line Improvements, and the City shall complete the construction and installation of the Fire Line Improvements no later than December 31, 2021, using the Fire Line Funds, with such completion to be evidenced by the availability of fire protection water transported by the Fire Line Improvements to the Project Site.

Section 6.04 Water Improvements. The City hereby represents and warrants to the Company that the City has the right to serve potable water to the Project Site and must therefore be the party responsible for constructing, installing and operating the Water Improvements described herein. Subject to the issuance and disbursement of the ACE Grant by the MDA, and compliance by the EDC and the Company with their respective obligations set forth in Section 5.01 hereof, the City shall complete the construction and installation of the Water Improvements, and begin operating, and providing potable water to the Project Site via, such Water Improvements no later than December 31, 2021, using the proceeds of the ACE Grant, with such completion to be evidenced by the availability of fire protection water transported by the Fire Line Improvements to the Project Site. No portion of the ACE Grant proceeds shall be used by the EDC or the City for any purpose except to fund the Water Improvement unless such other use is expressly approved by the Company in writing.

ARTICLE VII. THE COUNTY COMMITMENTS

Section 7.01 County Road Funds. The County shall contribute and provide to the City up to Two Hundred Fifty Thousand Dollars (\$250,000) (the "County Road Funds"), as needed, to one-half (1/2) of those costs to the construct of the Road Improvements which are not otherwise first funded using the DIP Grant proceeds in accordance with Section 8.01. The County will tender to the City the County Road Funds within forty five (45) days from the date the contract for construction of the Road Improvements is awarded by the City.

ARTICLE VIII. FUNDING EXPENDITURES

Section 8.01 Funding Waterfall. With respect to the DIP Grant, the City Funds and the County Road Funds, the City and County agree that such funds shall be expended by the City has follows:

(a) The entirety of the costs to fund the Road Improvements shall be funded using the proceeds of the DIP Grant;

(b) After the balance of the DIP Grant is expended in accordance with the preceding subsection (a), all other unpaid costs of the Road Improvements shall be funded using the City Road Funds and the County Road Funds in equal amounts from each such source of funds; and

(c) In the event that entirety of the Road Improvements are fully funded by using the sources of funds as described in the preceding subsections (a) and (b), (i) any remaining balance of the City Road Funds shall be used to fund the Fire Line Improvements which are not otherwise funded using the Fire Line Funds pursuant to Section 6.03, and (ii) any remaining balance of the County Funds shall be reimbursed to the County pursuant to Section 8.02

Section 8.02 Refund of Unused County Road Funds. Upon completion of construction of the Road Improvements, and following the payment of all costs and expenses incurred by the City in connection therewith, the City shall promptly prepare a final accounting report describing any remaining balance of the County Road Funds, together with a break-down of those costs and expenses for the Road Improvements funded using the DIP Grant proceeds versus City Road Funds versus County Road Funds; and the City shall provide such final accounting report to the County. The City shall refund to the County any excess County Road Funds (*i.e.*, any County Road Funds not expended in accordance with Section 8.01) within sixty (60) days following the completion of construction of the Road Improvements, as evidenced by (a) the completion by the contractor thereof of all outstanding punch list items, if any; and (b) the disbursement by the City to the such contractor of all payments due thereto under the Road Improvement construction contract and any change orders thereto approved by the City, together with any and all retainage amount(s).

ARTICLE IX. PROPERTY TAX INCENTIVES

Section 9.01 Generally. Pursuant to existing State laws, the County and City each agrees to provide the tax incentives set forth in this Article IX (collectively, the "Tax Incentives").

Section 9.02 Fee-in-Lieu of Ad Valorem Taxes. Pursuant to Code Sections 27-31-104, 27-31-105(2) and 57-117-1 *et seq.*, as applicable, on or promptly following the Effective Date, the County and the City shall enter a fee-in-lieu of ad valorem tax agreement with the Company in substantially the form attached hereto as **Exhibit "C"** (the "FILOT Agreement").

Section 9.03 Free Port Warehouse Exemption. Upon proper and timely application by the Company to each of the County and the City, the County and the City each agree to issue to the Company a "free port warehouse license" for the Project pursuant to Code Section 27-31-51 *et seq.*, to designate the Project as a "free port warehouse" and to approve, pursuant to Code Section 27-31-53, a free port warehouse ad valorem tax exemption for the maximum duration authorized by State law, exempting from all ad valorem taxes all of the Project's inventory held for shipment to a destination outside of the State.

Section 9.04 Back-End Exemptions. Any capitalized term used in this Section 9.04, which is not otherwise expressly defined in this Agreement, shall have the meaning ascribed to such term in the FILOT Agreement. With respect to any Late Addition Property which does not enjoy a full ten (10)-year benefit under the FILOT Agreement due to its having been placed in service in a year other than the First Assessment Year, following the expiration of the Term of this Agreement the County shall, upon the timely and proper submission of an application therefor, grant the Company and/or any Additional Participant any ad valorem exemptions for which the Late Addition Property is eligible under Code section 27-31-101, Code section 57-10-255, Code section 57-10-439, or any other

Code section that might apply (the “Back-End Exemptions”). Any Back-End Exemption shall be for a period not to exceed ten (10) years from the date the Late Addition Property first became taxable, and shall be for the full period of eligibility remaining under the applicable statute. The following example illustrates how Late Addition Property and the Back-End Exemptions are handled under this Agreement:

EXAMPLE: Assume that the Company buys a new piece of equipment in year nine (9) of the FILOT Agreement Term as a new piece asset or to replace an existing asset. The new piece of equipment is “Property” and “Late Addition Property” as defined in the FILOT Agreement. Based on the date this Late Addition Property became taxable in the County and City (i.e., Year 10 of the FILOT Agreement Term), this Late Addition Property enjoys the tax benefits offered by the FILOT Agreement for only four (4) years, even though the Late Addition Property would have been eligible for a full ten (10) year ad valorem tax exemption under Code section 27-31-101, 27-31-105 and/or other applicable statutes. At or prior to the expiration of FILOT Agreement (in year 15), the County and City will each grant, upon the timely and proper submission of an application therefor, an ad valorem tax exemption under Code section 27-31-101 or -105, as applicable, for an additional five (5) year period. The result of this is that the Late Addition Property will enjoy the benefits of the FILOT Agreement for the first five (5) years and the Back-End Exemption offered by Code section 27-31-101 or -105, as applicable, for the subsequent five (5) years, but its cumulative exemption period cannot and will not exceed ten (10) years in total.

Subject to the provisions of Section 9.03 and this Section 9.04, and any exemptions granted in accordance therewith and herewith, following the expiration of the FILOT Agreement Term, all Property shall thereafter be taxed in full based on the ad valorem taxability and true value of that Property as of such date in accordance with applicable State laws and regulations without giving effect to any provisions of this Agreement or the FILOT Agreement.

ARTICLE X. REMEDIES FOR FAILURE TO PERFORM

Section 10.01 DIP Grant. Remedies for any failure by the Company to perform its obligations with respect to the DIP Grant are or shall be set forth in the DIP Grant MOA.

Section 10.02 ACE Grant. Remedies for any failure by the Company to perform its obligations with respect to the ACE Grant are or shall be set forth in the ACE Grant Agreement.

Section 10.03 Investment Commitment Default. In the event that the Company defaults on its Investment Commitment, as set forth in Section 3.02(a) (i.e., fails to make or cause to be made the Capital Investment of at least Forty-Six Million Dollars (\$46,000,000) as required by Section 3.02(a) by no later than the fifth (5th) annual anniversary of the Project Completion Date), the following shall apply:

(a) *City Clawbacks.* The Company shall repay to the City the percentage of the City Funds actually disbursed or caused to be disbursed by the City in accordance herewith, which equals the percentage of the Investment Commitment not performed on or before the fifth (5th) annual anniversary of the Project Completion Date. The City shall provide the Company with written notice of any such default and the Company will be given thirty (30) days following receipt of such notice to cure such default prior to any repayment becoming due and payable.

(b) *County Clawbacks.* The Company shall repay to the County the percentage of the County Road Funds actually disbursed or caused to be disbursed by the County in accordance herewith, which equals the percentage of the Investment Commitment not performed on or before the fifth (5th) annual anniversary of the Project Completion Date. The County shall provide the Company with written notice of any

such default and the Company will be given thirty (30) days following receipt of such notice to cure such default prior to any repayment becoming due and payable.

Section 10.04 Jobs Commitment Default. In the event that the Company defaults on its Jobs Commitment, as set forth in Section 3.02(b) (*i.e.*, fails to create or cause to be created on the Project Site no fewer than four hundred fifty (450) new, full-time jobs on or before the fifth (5th) annual anniversary of the Project Completion Date as required by Section 3.02(a)), the following shall apply:

(a) *City Clawbacks.* The Company shall pay the City an amount calculated in accordance with the following formula:

$$a * (1 - (b / 450)),$$

where “a” equals the amount of the City Funds actually disbursed by the City in accordance herewith, and “b” equals the actual number of new, full-time jobs created or caused to be created by the Company on the Project Site as of the fifth (5th) annual anniversary of the Project Completion Date.

The City shall provide the Company with written notice of any such default and the Company will be given thirty (30) days following receipt of such notice to cure such default prior to any repayment becoming due and payable.

(b) *County Clawbacks.* The Company shall pay the County an amount calculated in accordance with the following formula:

$$a * (1 - (b / 450)),$$

where “a” equals the amount of the County Road Funds actually disbursed by the County in accordance herewith, and “b” equals the actual number of new, full-time jobs created or caused to be created by the Company on the Project Site as of the fifth (5th) annual anniversary of the Project Completion Date.

The County shall provide the Company with written notice of any such default and the Company will be given thirty (30) days following receipt of such notice to cure such default prior to any repayment becoming due and payable. The Company’s total repayment obligations under this Article X shall not exceed (a) to the City, the amount of the City Funds disbursed by the City in accordance with this Agreement; and (b) to the County, the amount of the County Road Funds disbursed by the County in accordance with this Agreement. Notwithstanding the foregoing, no provision of this Agreement is intended to limit the obligations of the Company to make any payments or reimbursements pursuant to the DIP Grant Agreement and/or the ACE Grant Agreement.

ARTICLE XI. MISCELLANEOUS

Section 11.01 Entire Agreement. This Agreement constitutes the essential agreement between the Company and the Inducers for the purposes stated herein, and no other offers, agreements, understandings, warranties, or representations exist between the Company and the Inducers except with respect to any fee-in-lieu of ad valorem tax agreement entered into between the Company, the City and the County pursuant to Code Section 27-31-104 and other applicable laws.

Section 11.02 Severability. If any clause, provision or paragraph of this Agreement is held to be illegal or invalid by any court, or improper or untenable, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

Section 11.03 Amendments. Any amendments, revisions or other modifications to this Agreement shall be in writing and signed by all of the Parties hereto.

Section 11.04 Waiver. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver thereof. In the event any provision contained herein shall be waived by any Party hereto, such waiver shall apply to that Party only and shall not be deemed to waive any other provision hereunder.

Section 11.05 Further Assurances. The Parties agree to execute and deliver such additional instruments and documents, provide such additional financial or technical information, and to take such additional actions as may be reasonably required from time to time in order to accomplish the realization of the incentives contained herein.

Section 11.06 Coordination of Public Announcements and Other Events. The Inducers hereby agree to fully cooperate with the Company to coordinate all press releases, other announcements, events and publications concerning the Project including, without limitation, the initial press release announcing the Project, and in no event shall any initial press release announcing the Project be released unless and until it is first approved by the EDC and the Company.

Section 11.07 Governing Law; Venue. This Agreement shall be governed solely and exclusively by the laws of the State. Any legal suit, action or proceeding against any Party arising out of or relating to this Agreement may be instituted solely and exclusively in any appropriate court of competent jurisdiction located in Desoto County, Mississippi.

Section 11.08 Notices. All communications and notices expressly provided for herein shall be sent, by registered first class mail, postage prepaid, or by nationally recognized courier for delivery on the next Business Day, or by telecopy (with such telecopy to be promptly confirmed in writing sent by mail or overnight courier as aforesaid) as follows:

to the Company at: Medline Industries, Inc.
Attn: Robert Kievert,
Director, Tax Compliance and Audit
Three Lakes Drive
Northfield, IL 60093

with a copy to: Jones Walker, LLP
Attn: Christopher S. Pace
190 East Capitol Street
Suite 800
Jackson, MS 39201

to the County at: Desoto County Board of Supervisors
Attn: President, Board of Supervisors
365 Loshier Street, Suite 300
Hernando, MS 38632

to the City at: City of Southaven, Mississippi
Attn: Mayor
8710 Northwest Dr.
Southaven, MS 38671

and to the Tax Assessor at: Desoto County Tax Assessor
365 Loshier Street, Suite 100
Hernando, MS 38632

and to the Tax Collector at: Desoto County Tax Collector
365 Loshier Street, Suite 110
Hernando, MS 38632

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 11.08.

Section 11.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.

Section 11.10 Assignment. No Party hereto may assign its interests in and to this Agreement, unless all other Parties hereto shall first consent in writing to such assignment; provided, however, that the Company may assign its interests in and to this Agreement to any Affiliate thereof provided that such Affiliate assume, via written agreement to do the same, all of the Company rights and obligations set forth herein. Upon the occurrence of any such permitted assignment by the Company to any Affiliate thereof, the Company shall notify each of the Inducers, in writing, of such assignment within thirty (30) days following the effective date thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County, the City, the EDC and the Company have executed this Agreement on the actual dates set forth opposite their respective names with the understanding that the effective date of this Agreement is the date shown in the first paragraph of this Agreement.

DESOTO COUNTY, MISSISSIPPI

By: _____
Jessie Medlin
President, Board of Supervisors

ATTEST & SEAL:

Date: _____, 2020

Clerk, Board of Supervisors

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Darren Musselwhite
Mayor

ATTEST & SEAL:

Date: _____, 2020

City Clerk

DESOTO COUNTY ECONOMIC DEVELOPMENT COUNCIL

By: _____
James Flanagan,
President/CEO

Date: _____, 2020

MEDLINE INDUSTRIES, INC.

By: _____
Michael Drazin
Chief Financial Officer

Date: _____, 2020

Schedule 1.01(y)

Fire Line Improvements

The City shall construct and install two (2) twelve (12) inch combination fire water supply lines (which lines will also serve potable water) that extend approximately five (5) feet into the east side of the Medline Property with one (1) crossing approximately located at the MDOT station 1426+00 of Interstate 55 and the second crossing approximately located at the MDOT station 1407+48 of Interstate 55 with each crossing consisting of approximately 400 feet of boring and casing under Interstate 55 and connecting to an existing 12 inch water main on the east side of Old Airways Road.

See the attached map for a further depiction/description of the Fire Line Improvements.

Schedule 1.01(kk)

Road Improvements

The City shall construct an extension of the existing Pepper Chase Drive comprised of the following: a 24 foot wide two-lane frontage road with four (4) foot shoulders and open ditches approximately 7,900 linear feet extending from the end of the existing Pepper Chase Drive at the intersection of Turman Drive just south of the Landers Center and running along the west side of Interstate 55 with a connection into the existing Research Drive and terminating along the eastern boundary of the Project Site immediately east of the Project such that vehicles can access such extended public roadway from the Project Site, as more particularly depicted and described on the site plan and map attached hereto.

Schedule 1.01(oo)

Water Improvements

The City shall construct and install two (2) twelve (12) inch combination potable water supply lines (which lines will also serve fire protection water) that extend approximately five (5) feet into the east side of the Medline Property with one (1) crossing approximately located at the MDOT station 1426+00 of Interstate 55 and the second crossing approximately located at the MDOT station 1407+48 of Interstate 55 with each crossing consisting of approximately 400 feet of boring and casing under Interstate 55 and connecting to an existing 12 inch water main on the east side of Old Airways Road.

See the attached map for a further depiction/description of the Water Improvements.

EXHIBIT “A”

HCI Certificate

(see attached)

EXHIBIT "B"

Project Site Description

(see attached)

113.416 acres located on Highway 51, North of Star Landing in Southaven, MS, being a part of Parcel No. 2 08 6 13 00 0 00008 00, being located in the Northwest Quarter, part of the Northeast Quarter, part of the Southwest Quarter and part of the Southeast Quarter, Section 13, Township 2 South, Range 8 West of Desoto County, Mississippi.

And which parcel is further identified as the property assigned the following address: 3510 Highway 51 N, Southaven, MS 38672

EXHIBIT "C"

**Portion of the Project Site Upon Which the Company Agrees to
Donate a Future Road Right-of-Way Pursuant to Section 3.03**

(see attached diagram/map)

EXHIBIT “D”

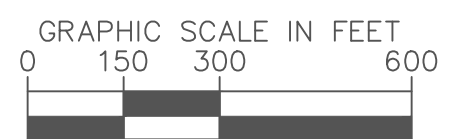
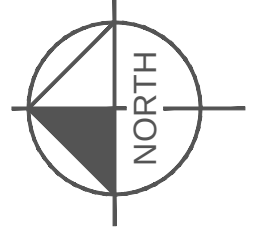
Form of FILOT Agreement

(see attached)

51618190.v1



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PEPPERCHASE EXTENSION EXHIBIT

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

WHEREAS, the City of Southaven ("City") Police Department is presently in possession of certain surplus vehicles as set forth in Exhibit A (collectively "the Property"); and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the Property be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, as the Property has no value to the City and its citizens due to the fact that they are not mechanically sound, and the Property removed from the fixed assets inventory; and

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

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

1. The Property be hereby declared as surplus property.
2. The City Police Chief, or his designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Property.

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

Alderman William Brooks	voted: _____
Alderman Kristian Kelly	voted: _____
Alderman Charlie Hoots	voted: _____
Alderman George Payne	voted: _____
Alderman Joel Gallagher	voted: _____
Alderman John Wheeler	voted: _____

Alderman Raymond Flores

voted: _____

RESOLVED AND DONE, this 18th day of February, 2020.

Darren Musselwhite, MAYOR

ATTEST:

CITY CLERK

51618355.v1



To: Chief Macon Moore

From: Major Brent Vickers

Date: February 14, 2020

Re: Surplus Property Request – Police Vehicles

Chief Moore,

The below listed vehicles have reached the end of their usable mechanical and safety limits. I am requesting that they are declared surplus property so that they can be removed from asset inventory and disposed of in accordance of state law.

UNIT	YEAR	MAKE	MODEL	VIN #	ASSET	MILES
1393	2000	FORD	CROWN VIC	2FAFP71WXYX121395	1019	N/A
1455	2003	FORD	CROWN VIC	2FAFP73W33X113516	1084	150,301
1458	2003	FORD	EXPEDITION	1FMRU15W23LA62948	1087	166,741
3007	2007	FORD	CROWN VIC	2FAFP71W67X142694	3311	N/A
3009	2007	FORD	CROWN VIC	2FAFP71WX7X142696	3312	N/A
3032	2008	FORD	CROWN VIC	2FAFP71V38X159428	3711	158,434
3041	2008	FORD	CROWN VIC	2FAFP71V48X159437	3720	147,047
3062	2010	FORD	CROWN VIC	2FABP7BV5AX130712	4550	167,613
3117	2013	CHEV	TAHOE	1GNLC2E06DR338665		89,020

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Brent Vickers", is written over a horizontal line.

Major Brent Vickers
Police Services
Southaven Police Department

Cost Per Copy Agreement

Customer Purchase Order

Billing Location

Install Location

Full Customer Name - Include Inc., Corp., LLC etc.

City Of Southaven

Customer Name

City Of Southaven

Department

County

Street Address

8710 Northwest Dr

Street Address

8691 Northwest Dr

City

Southaven

State

MS

Zip+4

38671

City

Southaven

State

MS

Zip+4

38671

Contact Name

Wendy Haire

Phone #

Fax #

Meter Contact

Wendy Haire

Phone #

Fax #

Email

whaire@southaven.org

Email

Qty	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		IM C3500			
1	Ricoh		Cabinet Type F			

Trade-In/Buyout (Items to be picked up)

Total This Page

Total From Add'l
Equipment List

Sales Tax

Tax Exempt ☐ Yes ☒ No
Attach Exemption Certificate

Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	60		\$143.24	Monthly	Monthly
Monthly Minimum Number of B&W Copies 0	Overage Rate per B&W Copy 0.008000	Monthly Minimum Number of Color Copies 0	Overage Rate per Color Copy 0.052000	Agreement Includes ☒ Yes ☐ No Master Unit ☒ Yes ☐ No Color Supplies ☒ Yes ☐ No Drum/Photo Conductor ☒ Yes ☐ No Imaging Units ☒ Yes ☐ No Parts/Labor ☒ Yes ☐ No Toner/Dispersant ☒ Yes ☐ No Developer ☒ Yes ☒ No Other ☐ New Account ☐ New Equipment ☐ Upgrade ☐ Remanufactured ☐ Additional Unit ☐ Equipment ☐ MAM ☐ Used ☐ Yes ☒ No MICR Toner	
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print		
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2		

Remarks:

Additional terms and conditions on page 2.

Signature:

Print Name:

Title:

Sales Rep:

Date:

Sales Manager:

Date:



This is a non-cancelable agreement

Order #

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. ~~We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis.~~ You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. ~~If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law).~~ You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. ~~RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.~~

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

~~6. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.~~

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or ~~(b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.~~

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

Section 2 continued: Interest on payments which are not made within 45 days will accumulate interest at the maximum amount allow by Mississippi Law.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement; (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger of consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of ~~Tennessee~~ and will be governed by ~~Tennessee~~ law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF ~~TENNESSEE~~; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN ~~TENNESSEE~~; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

Cost Per Copy Agreement

Customer Purchase Order

Billing Location

Install Location

Full Customer Name – Include Inc., Corp., LLC etc
City Of Southaven

Customer Name
City Of Southaven

Department

County

Street Address
8710 Northwest Dr

Street Address
8691 Northwest Dr

City

Southaven

State

MS

Zip+4

38671

City

Southaven

State

MS

Zip+4

38671

Contact Name

Wendy Haire

Phone #

862-393-8652

Fax #

Meter Contact

Wendy Haire

Phone #

Fax #

Email

whaire@southaven.org

Email

whaire@southaven.org

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		IM C4500			
1	Ricoh		Finisher SR3260 (1,000 Sheet)			
1	Ricoh		Punch Unit PU3080 NA			
1	Ricoh		Paper Feed Unit PB3280 (550 x 2)			
1	Ricoh		Bridge Unit BU3090			

Trade-In/Buyout (Items to be picked up)

Total This Page

Total From Add'l
Equipment List

Sales Tax

Tax Exempt ☐ Yes ☒ No
Attach Exemption Certificate

Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	60		\$203.80	Monthly	Monthly
Monthly Minimum Number of B&W Copies 0	Overage Rate per B&W Copy 0.007400	Monthly Minimum Number of Color Copies 0	Overage Rate per Color Copy 0.048000	Agreement Includes ☒ Yes ☐ No Master Unit ☒ Yes ☐ No Color Supplies ☒ Yes ☐ No Drum/Photo Conductor ☒ Yes ☐ No Imaging Units ☒ Yes ☐ No Parts/Labor ☒ Yes ☐ No Toner/Dispersant ☒ Yes ☐ No Developer ☐ Yes ☒ No Other ☒ New Account ☒ New Equipment ☐ Upgrade ☐ Remanufactured ☐ Additional Unit ☐ Equipment ☐ MAM ☐ Used ☐ Yes ☒ No MICR Toner	
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print		
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2		

Remarks:

Additional terms and conditions on page 2.

Signature:

Print Name:

Title:

Sales Rep:

Date:

Sales Manager:

Date:



*This is a non-cancelable agreement*Order #

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. ~~We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis.~~ You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. ~~If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law).~~ You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. ~~RJY will not be held liable for any errors, property damage, loss of time or profits, consequential or incidental damages of any kind arising as a result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.~~

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

~~6. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.~~

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) ~~pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 8, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.~~

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

Section 2 continued: Interest on payments which are not made within 45 days will accumulate interest at the maximum amount allow by Mississippi Law.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement; (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger of consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of ~~Tennessee~~ and will be governed by ~~Tennessee~~ law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF ~~TENNESSEE~~; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN ~~TENNESSEE~~; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

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



Date of Hearing:	January 27, 2020
Public Hearing Body:	Planning Commission
Applicant:	CGL Investments, LLC 319 Poplar View Lane West Suite 1 Collierville, TN 38017
Total Acreage:	NA
Existing Zone:	Planned Unit Development (Ross Family)
Location of Conditional Use Application:	Northeast corner of Church Road and Getwell Road.
Requirements for CUP:	<i>"Convenience stores shall be approved or denied by way of a conditional use permit. The permit may be granted if it is conducive to the character of the neighborhood and meets the following criteria:</i> <i>1. The proposed location is on a hard corner of a major lighted intersection;</i> <i>2. The number of existing convenience stores does not exceed two for the intersection;</i> <i>3. If the proposed location is along the opposing lanes of traffic from an existing store already servicing the traffic.</i>
Comprehensive Plan Designation:	Regional Commercial (C-4)
Staff Comments: The applicant is requesting a conditional use permit to allow a convenience store to be located on the northeast corner of Church Road and Getwell Road in Area 16 of the Snowden Grove PUD. Per the application the developer has purchased the entire 15 acres of property with the intention of creating an office/retail type setting. The C-store is shown in an 11,000 sq. ft. building situated in the center with a retail bay on each side of the store. The text associated with the Snowden Grove PUD allows for such a use in this particular area.	
Staff Recommendations: The applicant has proposed the C-store on the northeast corner of Church Road and Getwell Road both of which are major roads. This is the only remaining corner left unbuilt at this intersection which is considered a major lighted intersection. Of the three built out corners, none have a C-store which makes this application compliant with the conditions set forth in the ordinance regarding C-store location. Staff recommends approval based on these conditions.	

- I. Area 14
Single-Family Detached residential uses shall be permitted and regulated in the R-6 Medium Density Residential Single-Family District as modified herein. This area may be developed as a standard residential neighborhood (minimum lot size 6,000 SF) or as a retirement-oriented residential neighborhood (minimum lot size 5,000 SF) and both uses may be developed in a gated manner.
- J. Area 17
Uses shall be permitted and regulated in the "O" Office District as modified herein.
- K. Area 15 - Town Square
Uses shall be permitted and regulated in the "C-4" Planned Commercial District as modified herein.

The following uses shall be permitted:

1. Antique store
2. Art or photo studio
3. Bakery, retail
4. Banks, financial services, savings and loan associations (no check cashing only)
5. Barber or beauty shop
6. Bed and Breakfast
7. Bookstore, with or without restaurant
8. Card shop
9. Cleaning establishment pickup and drop-off station only.
10. Clothing/shoe store
11. Computer and electronics store (Limited square footage)
12. Convenience store as conditional use; must have architectural image of square
13. Doctor or dentist offices
14. Drug store or pharmacy
15. Eyeglass store
16. Flower or plant store (Greenhouses are not allowed)
17. Furniture store, less than 10,000 SF
18. Specialty Grocery store, not to exceed 20,000 SF (Not a major chain)
19. Health club, health spa, reducing salon and similar uses
20. Jewelry store
21. Medical offices
22. Merchandise showrooms, indoor display (Conditional Use Permit required)
23. Music/dance academy (Conditional Use Permit required)
24. Music recording studio (Conditional Use Permit required)
25. News stand
26. Nutrition/health food store
27. Office uses

28. Pet grooming shop without open kennel
29. Photo finishing and photo finish pickup station
30. Photography studio
31. Post office or postal facility
32. Print shop
33. Restaurants with indoor seating and without drive-in or drive-thru facilities
34. Specialty food store
35. Specialty gift shop
36. Specialty hardware store
37. Veterinary clinic
38. Video/music store
39. Retail shop, sales and services (other similar uses may be approved by the Planning Staff administratively) (Conditional Use Permit may be required)

- L. Area 15 - Town Square
Residential dwellings (lofts) shall be permitted above retail uses and regulated in the mixed-use district, as modified herein and as indicated on the Outline Plan.

- M. Area 15 - Town Square
Office uses shall be permitted above retail uses and regulated in the "O" Office District as modified herein and as indicated on the Outline Plan.

- N. Area 16
Uses shall be permitted and regulated in the "C-4" Planned Commercial District as modified herein.

The following uses shall be permitted:

1. Antique store
2. Art or photo studio
3. Auto parts store (retail sales)
4. Banks, financial services, savings and loan associations (no check cashing only)
5. Barber or beauty shop
6. Bookstore, with or without restaurant
7. Card shop
8. Catering establishment
9. Cell phone store
10. Cleaning establishment pickup and drop-off station only,
11. Clothing/shoe store
12. Computer and electronics store
13. Convenience store, with or without gas pumps.
14. Doctor or dentist offices
15. Emergency medical facility
16. Eyeglass store

17. Flower or plant store (Greenhouses are not allowed)
 18. Furniture store
 19. Grocery store (requires Site Plan and Design Review Commission approval) (Conditional Use Permit required)
 20. Health club, health spa, reducing salon and similar uses
 21. Home decorating/paint decorating store
 22. Housewares
 23. Jewelry store
 24. Medical offices
 25. Music/dance academy (Conditional Use Permit required)
 26. Music recording studio (Conditional Use Permit required)
 27. Musical instrument store
 28. News stand
 29. Nutrition/health food store
 30. Office uses
 31. Pet grooming shop without open kennel
 32. Photo finishing and photo finish pickup station
 33. Photographic processing or blueprinting
 34. Post office or postal facility
 35. Print shop
 36. Restaurant and carryout restaurant with indoor seating, and without drive-in or drive-thru facilities
 37. Specialty food store
 38. Specialty gift shop
 39. Specialty hardware store
 40. Sporting goods store
 41. Video/music store
 42. Retail shop, sales and services (other similar uses may be approved by the Planning Staff administratively) (Conditional Use Permit required)
- O. Common Open Space – C.O.S. 1 through 15
Common Open Space shall be for the residents of the Snowden Grove Development passive recreational use. Landscaping, passive recreation and architectural elements shall be allowed including, but not limited to pathways, playgrounds, shelters and benches. The community area shall be improved to provide an area for the overall neighborhood to use as an area for community activities.
- P. Accessory uses and structures shall be permitted in accordance with the applicable provisions of the City of Southaven Zoning Ordinance pertaining to the principle use of the property as permitted and provided for in subsections A through O of this Section II.
- Q. The overall project will be developed in a neighborhood-like setting with a strong definition of neighborhood through the use of entranceways, streetscapes, and an interconnecting pedestrian system, which provides for a people-friendly environment.

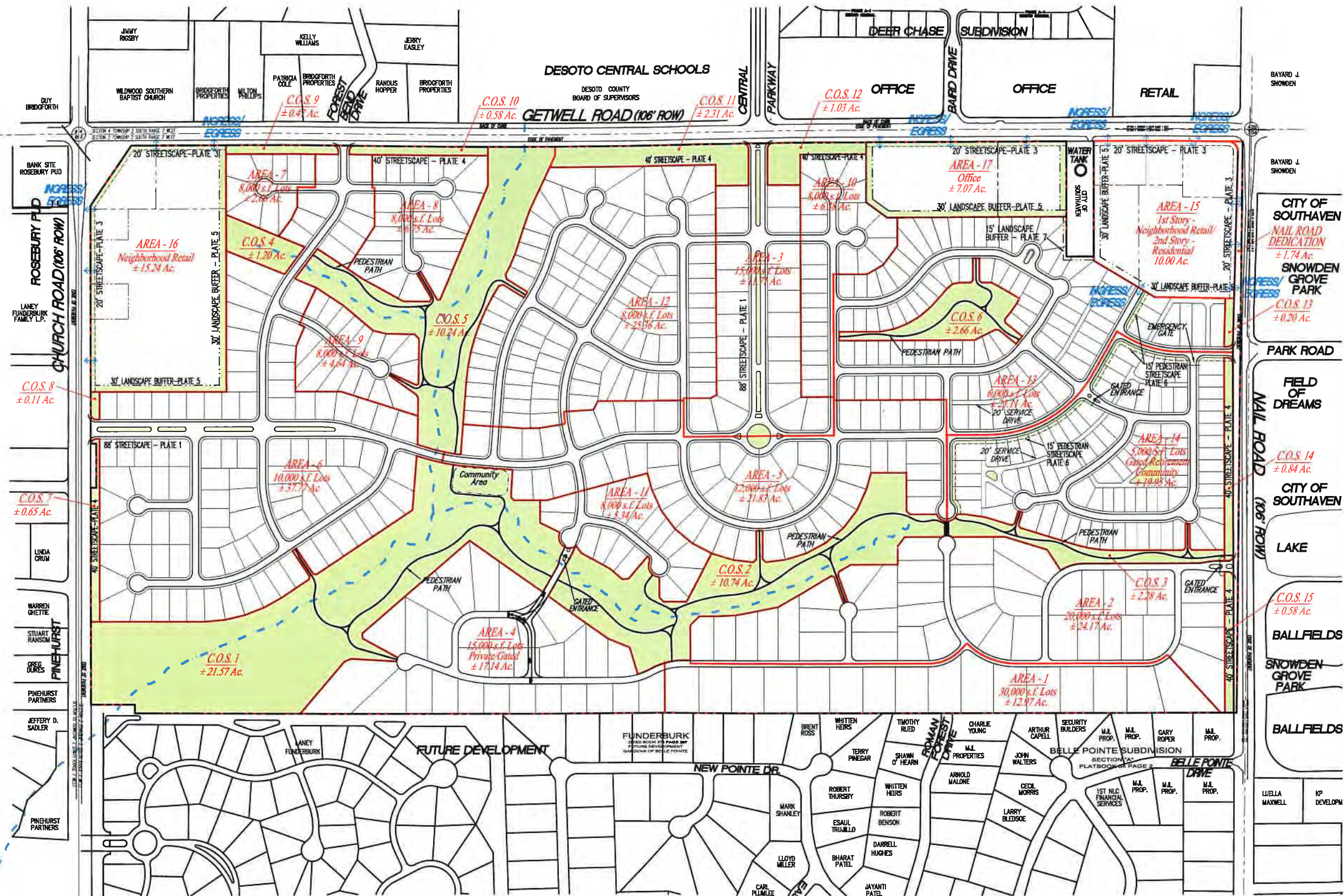
- R. Concern and attention to common areas, landscaping, views, relationships of buildings and preservation of the pastoral setting shall be evident throughout the neighborhood.
- S. Aesthetic design consideration shall be given to all development on all parcels to assure development compatibility.
- T. The neighborhood will be developed with an interconnecting roadway system, which is designed to take advantage of the site's existing topography and which facilitates development of the site. The roadway system shall provide adequate traffic service levels for occupants of the neighborhood and will become an integral part of the overall transportation system that serves the City of Southaven.
- U. A Declaration of Covenants, Conditions and Restrictions, hereinafter the "Declaration" shall be applicable to all properties within the community. An Owner's Association shall be maintained to assure that development within the neighborhood is completed to the high standards anticipated by the residents of Southaven and to assure that all features and amenities of the neighborhood that are considered to be common assets are continuously maintained in a quality manner. Multiple declarations will be allowed within different types of land uses and/or individual neighborhoods.
- V. The neighborhood will be developed so that it not only preserves and protects existing drainage ways, but also enhances surrounding property. The Snowden Grove Development will reflect sensitivity to adjacent land uses and encourage the highest quality development of the adjacent properties.
- W. A convenience store use is only allowed in one of the two Commercial/Retail areas, and is eliminated from the other.
- X. Applications for Retail Site Plans, Conditional Uses, etc. go not only to the Planning Commission and Design Review Committee but also to the Board of Mayor and Aldermen for Final Approval.

It is anticipated that as areas of the neighborhood are developed, the Final Plans will incorporate portions of trails and architectural elements, which will contribute to the overall aesthetic appearance and provide recreational alternatives for residents within the community.

III. BULK REQUIREMENTS

Development of the community will be guided by the Outline Plan, Preliminary Site Plan, and the area use descriptions provided above. Development of individual parcels must be in compliance with the provisions for dimensional regulations, and access and circulation conditions provided below.

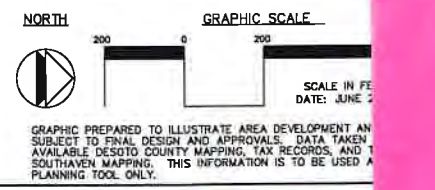
OUTLINE PLAN EXHIBIT G



OUTLINE PLAN DATA

AREA	USE	LOT SIZE	ACREAGE	LOTS	MAX. DENSITY
1	ESTATE LOT	30,000 S.F.	12.97	16	1.16 DU/AC.
2	MINI-ESTATE	20,000 S.F.	24.86	41	1.68 DU/AC.
3	LARGE LOT	15,000 S.F.	11.71	22	1.85 DU/AC.
4	LARGE LOT	15,000 S.F.	17.17	30	1.69 DU/AC.
5	STANDARD LOT	12,000 S.F.	21.83	55	2.52 DU/AC.
6	MEDIUM LOT	10,000 S.F.	37.77	102	2.70 DU/AC.
7	SMALL LOT	8,000 S.F.	2.66	9	3.38 DU/AC.
8	SMALL LOT	8,000 S.F.	6.75	23	3.28 DU/AC.
9	SMALL LOT	8,000 S.F.	4.54	17	3.68 DU/AC.
10	SMALL LOT	8,000 S.F.	4.38	23	3.61 DU/AC.
11	SMALL LOT	8,000 S.F.	5.34	16	3.18 DU/AC.
12	SMALL LOT	8,000 S.F.	25.36	81	3.59 DU/AC.
13	PATIO LOT	8,000 S.F.	23.11	102	4.41 DU/AC.
14	RETIREMENT LOT	5,000 S.F.	19.05	86	4.41 DU/AC.
15	UPSTAIRS RESIDENTIAL	10,000	10.00	24	2.40 DU/AC.
SUB-TOTAL			230.28	658	
C.O.S. 1	COMMON OPEN SPACE		21.57		
C.O.S. 2	COMMON OPEN SPACE		10.74		
C.O.S. 3	COMMON OPEN SPACE		2.28		
C.O.S. 4	COMMON OPEN SPACE		1.20		
C.O.S. 5	COMMON OPEN SPACE		10.24		
C.O.S. 6	COMMON OPEN SPACE		2.66		
C.O.S. 7	COMMON OPEN SPACE		0.65		
C.O.S. 8	COMMON OPEN SPACE		0.11		
C.O.S. 9	COMMON OPEN SPACE		0.45		
C.O.S. 10	COMMON OPEN SPACE		0.58		
C.O.S. 11	COMMON OPEN SPACE		2.31		
C.O.S. 12	COMMON OPEN SPACE		1.03		
C.O.S. 13	COMMON OPEN SPACE		0.20		
C.O.S. 14	COMMON OPEN SPACE		0.84		
C.O.S. 15	COMMON OPEN SPACE		0.58		
SUB-TOTAL			55.46		
TOTAL RESIDENTIAL			285.74	658	2.30 DU/AC.
17	OFFICE	81,583.8 S.F.	2.67		0.20 FAR
TOTAL OFFICE		81,583.8 S.F.	2.67		
15	NEIGHBORHOOD RETAIL	108,920 S.F.	10.70		0.25 FAR
18	NEIGHBORHOOD RETAIL	159,756.3 S.F.	15.24		0.25 FAR
TOTAL RETAIL		268,676.3 S.F.	25.94		
NAIL ROAD DEDICATION			1.74		
SUMMARY TOTAL		330,992.10 S.F.	308.79	658	

*** ACREAGE FOR SUMMARY TOTAL REFLECTS AREA 10 (10.00 AC) BEING COUNTED ONCE.



Snowden Grove PLANNED UNIT DEVELOPMENT SOUTHAVEN, MISSISSIPPI

PREPARED FOR:
Meredith McCullar Realty Company, Inc.
6075 Poplar Avenue, Suite 502
Memphis, Tennessee 38119

Dalh Thomas Daws
Planning
Landscape Architecture
6825 Lenox Park Drive Suite 100
Memphis, TN 38115
Phone 901.786.1600
Fax 901.786.1606
Email dtd@dtdstudio.com



MAP KEY ①
NTB



Snowden Grove
PLANNED UNIT DEVELOPMENT
SOUTHAVEN, MISSISSIPPI

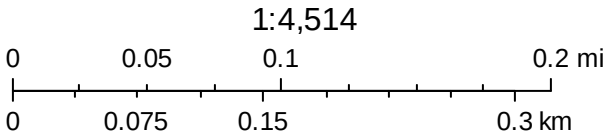
PREPARED FOR:
Meredith McCullar Realty Company, Inc.
6075 Poplar Avenue, Suite 502
Memphis, Tennessee 38119

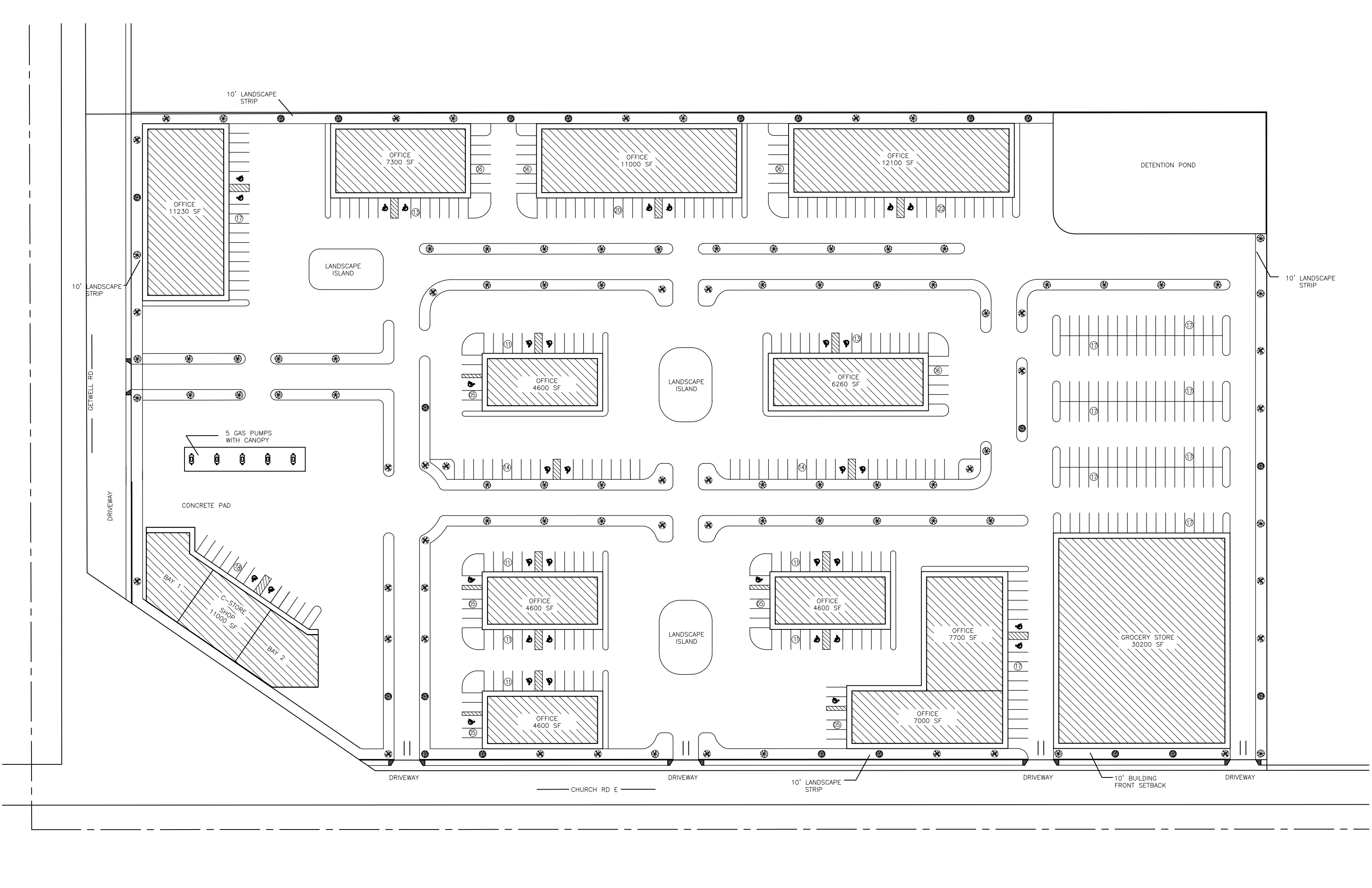
Architectural Images By:
archimania

Dalhoff
Thomas
Daws
Planning
Landscape Architecture
6625 Lenox Park Drive, Suite 100
Memphis, TN 38115
Phone 901.766.1600
Fax 901.766.1606
Email dtd@dtstudio.com



January 14, 2020

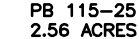




City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	January 27, 2020
Public Hearing Body:	Planning Commission
Applicant:	CGL Investments, LLC 319 Poplar View Lane W Suite 1 Collierville, TN 38017 901-340-0887
Total Acreage:	1.936 acres
Existing Zone:	Planned Unit Development (Snowden Grove)
Location of Subdivision Application	Northeast corner of Church Road and Getwell Road
Comprehensive Plan Designation:	Mixed Use
Staff Comments: The applicant is requesting subdivision approval for lot 1 of phase 1 Snowden Grove Area 16 on the northeast corner of Church Road and Getwell Road. The proposed lot encompasses 1.936 acres of PUD commercial property. The lot shows two potential private ingress/egresses at twenty-five (25) feet in width on both Church Road and Getwell Road. Both Church Road and Getwell Road have the 106' of right of way dedication needed prior to this submittal. The distance from the intersection to where these access points are proposed exceeds the minimum 250'. The additional acreage incorporated in this overall project is shown to remain intact with 13.3 acres still identified as a parcel.	
Staff Recommendations: The applicant has met the bulk regulations regarding commercial subdivisions. There is no right of way or improvements necessary for Church Road or Getwell Road. Staff has no comments and recommends approval.	



MINIMUM PAVEMENT RECOMMENDATIONS
FLEXIBLE PAVEMENT
HEAVY DUTY PAVEMENT:
1.5 inches Asphalt Surface Course, 1.5 inches
Asphalt Base Course & 10.0 Base with CBR
of at least 80.
LIGHT DUTY PAVEMENT
2.0 inches Asphalt Surface Course & 6.0 Base with CBR
of at least 80.
RIGID PAVEMENT
HEAVY DUTY:
8.0 inches Concrete
LIGHT DUTY:
6.0 inches Concrete

SYM	QTY	Common Name	Botanical Name	Size	Spacing	Remarks
QR	8	Green Pillar Pin Oak	<i>Quercus palustris</i> 'Pinnagen'	3-3.5' Cal.	30' o.c	Central leader
AP	8	Red Maple	<i>Acer rubrum</i> 'Red Sun'	3-3.5' Cal.	30' o.c	Central leader
Interior Trees						
IL	9	Liberty Red Holly	<i>Ilex x 'Liberty'</i>	2-2.5' Cal.	25' o.c	Full
JS	8	Japanese Snowbell	<i>Styrax japonicus</i>	2-2.5' Cal.	25' o.c	Uniform
FH	10	Foster Holly	<i>Ilex x Foster #2</i>	2-2.5' Cal.	n/a	Uniform
Shrubs						
IV	30	Dwarf Yaupon Holly	<i>Ilex vomitoria</i> 'Nana'	3-foot int.	3 o.c.	Dense
IC	32	Canessa Holly	<i>Ilex cornuta</i> 'Canessa'	18-24" Spr	3 o.c.	Dense
AB	30	Abelia	<i>Kaliduesco</i> Abelia	18-24" Spr	3 o.c.	Dense
MD	6	Mary Nell Holly	<i>Ilex x Mary Nell</i>	6-8" H	n/a	Full to ground

Diagram illustrating the dimensions of a wheelchair:

- Seat height: 2"
- Seat depth: 6"
- Seat width: 6"
- Overall width: 5'-6"

ACCESSIBLE STALL MARKING DETAIL n.t.s.

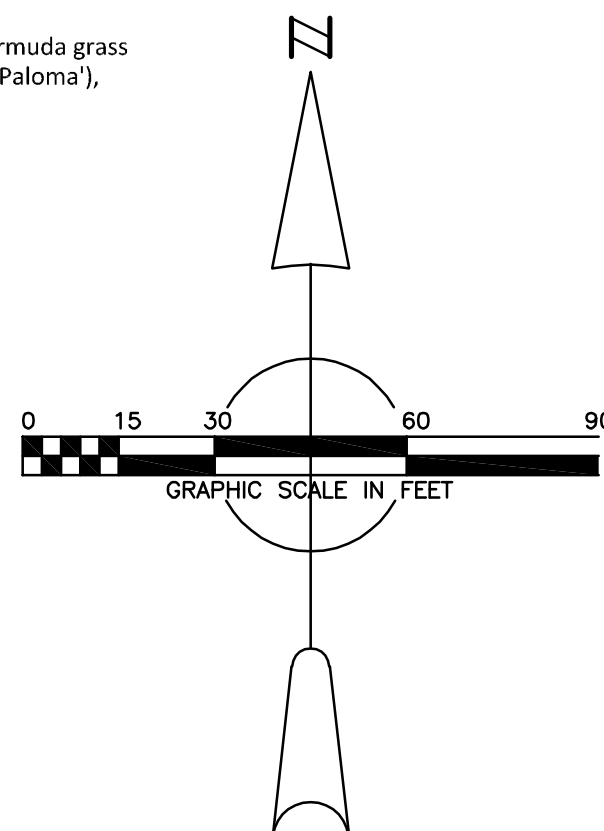
INGRESS/EGRESS TO REMAINING
-AREA 16. SEE CONCEPTUAL PLAN
OF OVERALL AREA DEVELOPMENT

BALANCE OF AREA 16,
SNOWDEN GROVE P.U.D.
13.3+- ACRES
CGL INVESTMENTS, LLC.
BOOK 652, PAGE 448.

PLANTING NOTES

1. Plants shall be nursery grown and material shall conform to the latest edition of American Standard for nursery stock (ANSI-S60.1), as published by the American Association of Nurserymen.
2. Roots balls shall conform to A.A.N. Standards. Only natural fiber burlap will be acceptable for wrapping.
3. Ball depths on some trees in a single group may vary. In general, $\frac{1}{2}$ the ball should be above grade. But, if depths vary, all trees in a group should set so that the base of the trunks will appear to be at the same relative elevation above grade.
4. Plant locations to staked in field and approved by Owner prior to installation.
5. Planting plans shall govern quantities. Any discrepancies or omissions in lists of materials should be reported to the Owner.
6. Substitution of plant materials specified can only occur by prior approval of Owner and the City of Southaven.
7. The landscape contractor shall furnish, install and/or dig ball, burlap and transplant all plant materials listed on the plant schedule. Bare-root planting is not permitted for any tree or shrub.
8. Landscape contractor to guarantee plant materials for two growing seasons following substantial completion per specifications.
9. Establish plant bed configurations. Owner to approve bed layout in field. Prepare plant beds per specifications.
10. In event of planting beds and mulch being required, the contractor shall install black fiber mesh under the mulch to prevent weed growth.
11. Contractor shall provide a minimum $\frac{1}{2}$ inch of landscape grade topsoil to the entire site.
12. Verification of total quantities as shown on the plant list shall be the responsibility of the planting contractor and the total quantities shall be as required on the planting plan.
13. B&B as Listed under "Root" in the plant list indicated balled and burlapped.
14. All plants shall bear the same relationship to finished grade as it bore to grade in nursery.
15. Typical planting backfill mixture shall consist of 1 part ground pine bark to 4 parts existing soil with "Agriform" 20-1-5 formulation (equal at manufacturer's rate).
16. All root balls removed from containers shall be scarified prior to backfilling.
17. Tree wrap is to be used on thin bark species only (such as maples). The landscape architect shall be sole judge of which species should be wrapped if there is any question.
18. No deciduous or evergreen trees will be accepted if there is more than one leader unless the tree is specified as multi-trunk.
19. Lawn areas to be seed as provided below, except as noted elsewhere on drawing.
20. Seed of common Bermuda grasses are often used to establish home lawns, sports fields and utility turfs. Bermuda grass seed blends include Enviro-Bermuda (Mowhawk, Sydney) and Panama (Yuma), LaPrima (SR9554) and LaPaloma), Oasis (Blackjack, Savannah) and Sundevil II) and Triangle (Mowhawk, Sultan) and Sydney).
- Seeding Schedule:

Fall/Winter (Oct-Mar)	Spring/Summer (Apr-Sep)
75% Un-Hulled Bermuda Grass Seed	100% Blended Hulled Bermuda Grass Seed
25% Gulf Annual Ryegrass	
- 20-50 lbs per 1,000 Square Feet
- 2-3 lbs./1,000 Square Feet
2. Lawn areas damaged by Contractor shall be reseeded and established at no additional cost to owner.



NOTE: THIS PROPERTY IS NOT LOCATED WITHIN A
100 YEAR FLOOD HAZARD PER F.E.M.A. FIRM MAP
28033C0091 H, DATED MAY 5, 2014.
NEAREST BFE: 355

SHEET 1 OF 1
DIVISION OF ENGINEERING

SITE PLAN

LOCATION: NE CORNER OF CHURCH ROAD AND GETWELL ROAD
PROPERTY LOCATED IN
SECTION 3, TOWNSHIP 2
SOUTH, RANGE 7 WEST

SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

SURVEY: OTHERS

DESIGN: TBF DATE: 01-2020 SCALE 1"=30'

REVIEWS			DATE APPROVED
ITEM NO.	DESCRIPTION OF CHANGE		

PHASE I, AREA T6
SNOWDEN GROVE P.U.D.

DEVELOPER: RAN MANAGEMENT, LLC.

ENGINEER: THE BRAY FIRM

PHASE I, AREA 16
SNOWDEN GROVE P.U.D.

DEVELOPER: RAN MANAGEMENT, LLC.

ENGINEER: THE BRAY FIRM



**City Of Southaven
Office of Planning and Development
Rezoning Staff Report**

City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	January 27, 2020
Public Hearing Body:	Planning Commission
Applicant:	Reginald Spight 3347 College Road 901-326-7832
Total Acreage:	3.12 acres
Existing Zoning:	Agricultural (AG)
Proposed Zoning:	Residential (R-20)
Location of Subdivision application:	South side of College Road, east of Getwell Road
Comprehensive Plan Designation:	Low Density Residential

Staff Comments:

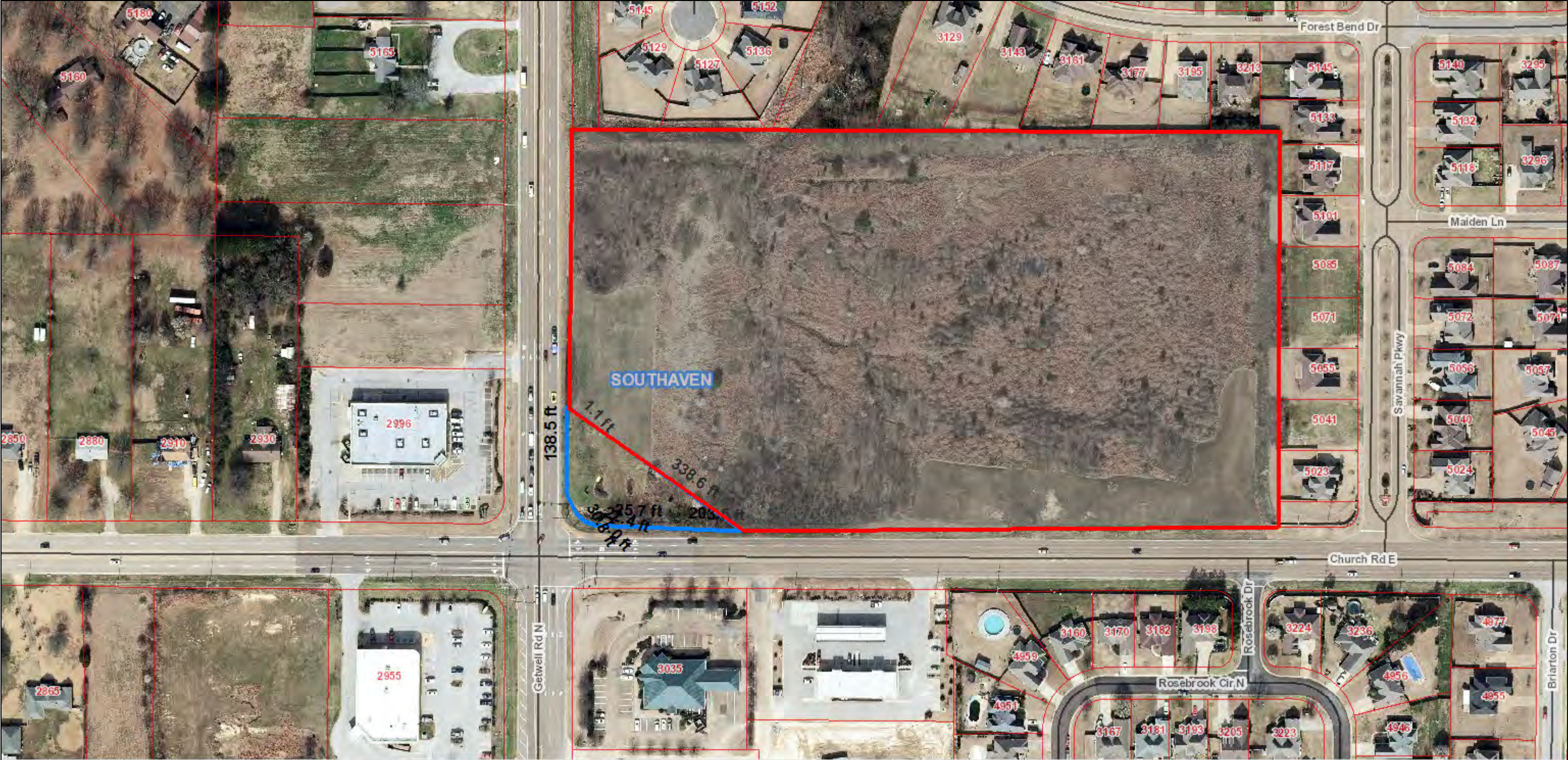
The applicant is requesting to rezone approximately 3.12 acres of property on the south side of College Road, east of Getwell Road from Agricultural to R-20. The property has linear frontage and is addressed on College Road; however, it runs parallel to Woods Lane which heads south from College Road. The property has an existing home on the site which the applicant is planning to keep in one proposed 1.39-acre lot. The remainder of the property would be designed for three ½ acres lots which would exceed the R-20 zoning minimum. Previous to this application there has been a request to rezone from AG to R-20 on Woods Lanes which was approved. Directly adjacent on the west side of this lot there is also R-20 and R-30 zoning.

Staff Recommendations:

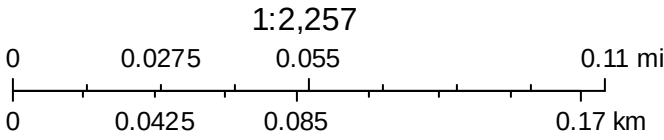
Per the Comprehensive Plan, this area is designated as low density residential which encompasses AG, R-30 and R-20 zoning. The request from the applicant meets the comprehensive plans future land use. Additionally, as stated in the report there has been previous request for this zoning in the immediate area so this request has validity based on those approvals. The applicant has not submitted anything for a subdivision approval so they will have to follow up with a plat design prior to lots being sold or built on. All public notices have been placed on site prior the hearing deadlines. Staff recommends approval of the rezoning.

**Planning Commission
Recommendation:**

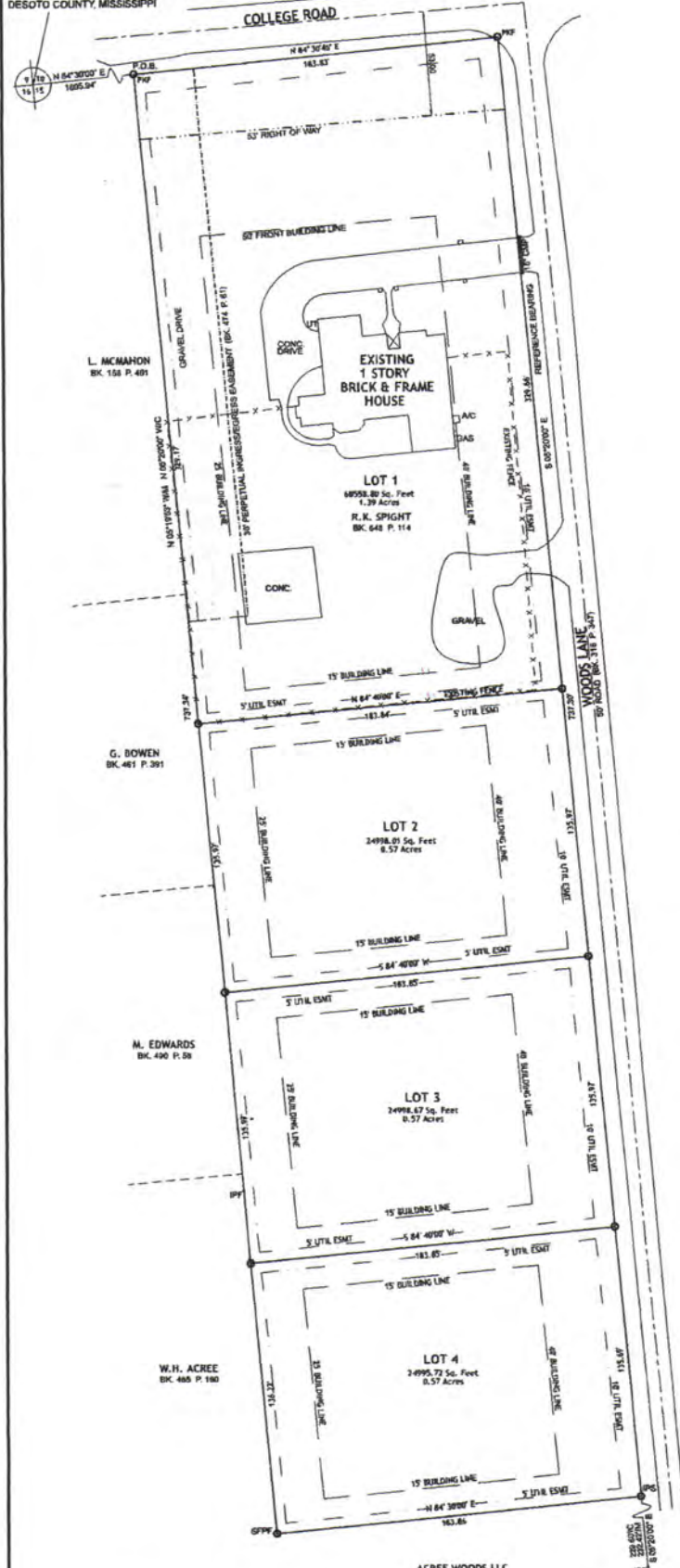
**Motion made by:
Seconded by:**



January 14, 2020



NORTHWEST CORNER OF SECTION 15,
TOWNSHIP 2 SOUTH, RANGE 7 WEST,
DESO TO COUNTY, MISSISSIPPI



OWNER'S CERTIFICATE

I, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE ROADS AS SHOWN HEREON TO THE PUBLIC USE FOREVER, AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE 20 DAY OF 20.

SIGNATURE OF OWNER OR REPRESENTATIVE

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said county and state, the within named OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, who acknowledged that he/she signed and delivered the foregoing plat for the purpose therein mentioned. Give under my hand and official seal of office this day of 20.

NOTARY PUBLIC

APPROVED BY THE SOUTHAVEN PLANNING COMMISSION ON THIS THE 20 DAY OF 20.

CHAIRMAN OF PLANNING COMMISSION

ATTEST:

SECRETARY OF PLANNING COMMISSION

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN ON THIS THE 20 DAY OF 20.

MAYOR OF SOUTHAVEN

ATTEST

CITY CLERK OF SOUTHAVEN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT O'CLOCK M. ON THE 20 DAY OF 20 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DAILY RECORDED IN PLAT BOOK 648 AT PAGE 114.

CHANCERY COURT

NOTES:

1. BEARINGS REFERENCED TO SURVEY BY CHARLES CAMPBELL, DATED: 16 JULY 2004
2. FIELD SURVEY DATED: 17 JAN 2007, 30 DECEMBER 2010
3. THIS IS A CLASS "B" SURVEY
4. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. ONLY DOCUMENTS SHOWN WERE USED TO PREPARE THIS SURVEY OTHER DOCUMENTS MAY AFFECT THIS PROPERTY.
5. WATER AND SEWER SERVICE TO BE PROVIDED BY THE CITY OF SOUTHAVEN.

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALSO, ACCORDING TO FEMA MAP NO. 28033C 0091 G DATED 04 JUNE 2007 THIS AREA IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

ROBERT G. JONES MS BS 2014

THE PLATTED PROPERTY IS SUBJECT TO THOSE COVENANTS, RESTRICTIONS AND EASEMENTS AS SET FORTH IN DOCUMENT FILED FOR RECORD IN BOOK 648 PAGE 114 AND AS MAY OTHERWISE BE AMENDED FROM TIME TO TIME, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH DOCUMENT REFERENCE IS HEREBY MADE. ANY PROPERTY OWNER SHALL BE BOUND BY THE TERMS OF SAID DOCUMENT.

PRELIMINARY FINAL PLAT OF SPIGHT SUBDIVISION

OWNER/DEVELOPER: REGINALD K. SPIGHT
LOCATED IN: NE 1/4, NW 1/4, SECTION 15,
TOWNSHIP 2 SOUTH, RANGE 7 WEST,
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI
4 LOTS 3.12 ACRES ZONED R-20



8849 CENTRE ST. SUITE 3
SOUTHAVEN, MISSISSIPPI 38671
PH. 862-342-7273
PH. 862-342-5355

13.

Mayor's Report

14.

Citizen's Agenda

Personnel Docket

February 18, 2020

New Hires	Department	Position Title	Start Date	Rate of Pay
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*pending 1 pre-emp screening

** pending 2 pre-emp screenings

Stipend	Type of Stipend	Effective Date	Yearly Amount
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Police

Steven Godwin	Training	2/17/2020	\$600.00
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Fire

James K. Sheffield	Haz-Mat	2/18/2020	\$600.00
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Oaths of Office	Department
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Resignations/Terminations	Department	Current Position Title	Effective Date	Rate of Pay
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Donna Holloway	Police	Police Officer 4	2/29/2020	\$23.96
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16.

City Attorney's Legal Update

UTILITY BILL LEAK ADJUSTMENT DOCKET 02/18/2020

The addresses below experienced unforeseen circumstances in their utilities for which no benefit was received

HOUSE #	STREET	ADJUSTED AMOUNT	REASON FOR LEAK ADJUSTMENT
2202	CEDAR POINT	(165.92)	TOILET LEAK
8170	SWINNEA RD	(159.31)	WATER HEATER LEAKING
2170	CORAL HILLS DRIVE	(932.08)	SERVICE LINE BETWEEN METER & HOUSE
944	BOULDER DR	(122.00)	LEAK UNDER SLAB
1901	CORAL HILLS DRIVE	(68.32)	TOILET LEAK
7423	BRIDLE CV	(68.32)	TOILET LEAK
8935	OAKWOOD LANE	(58.56)	SERVICE LINE BETWEEN METER & HOUSE
1800	MAIN STREET	(449.48)	SERVICE LINE BEHIND BLDG
1778	WHITEHEAD	(1644.56)	TOILET LEAK
125	TOWNE CENTER LOOP	(1973.83)	TOILET LEAK
3086	JOHN MICHAEL DRIVE	(58.56)	SERVICE LINE
2649	PINNACLE DRIVE	(112.95)	TOILET LEAK
7360	CHIPPENDELL	(92.72)	UNDER SLAB
150	STATELINE RD	(492.29)	UNDER SLAB
8079	MARY PAYTON DRIVE	(117.12)	TOILET LEAK
	TOTAL	(\$6,516.02)	

UTILITY DIRECTOR APPROVAL

DATE _____

2/14/20



The City of Southaven Docket Recap

February 18, 2020

General Fund		1,116,432.47
Balance Sheet	1,421.15	
Mayor Admin	1,035.76	
Board of Aldermen	1,650.00	
Arts And Cultural Affairs	2,085.00	
Court	106,431.71	
Finance & Administration	246.56	
Information Technology	40,687.52	
City Clerk	2,382.92	
Operations Department	-	
Planning & Engineering	16,059.12	
Police	93,708.31	
Fire	38,349.96	
Fire Prevention	-	
EMS	30,376.57	
Public Works	18,410.89	
Streets	4,342.24	
Parks	69,176.63	
Park Tournaments	14,853.10	
Code Enforcement	1,288.14	
City Fuel	-	
Expense Accounts	606,932.97	
Administrative Expenses	6,220.00	
Litigation	34,886.50	
Liability Insurance	10,937.50	
Professional Dues	14,949.92	
Bond Funded CAP Proj		29,547.33
Tourist & Convention		220,704.18
Debt Service		371,814.58
Utility Fund		1,353,613.18
Sanitation Fund		228,460.19
Payroll Fund		354,484.49
DOCKET TOTAL		3,675,056.42



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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET C-021820

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YEAR/PERIOD: 2020/1 ACCOUNT/VENDOR	TO 2020/5 DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010		GENERAL FUND				
0010	500700		RECREATIONAL FEES			
031357 MUIZERS SOMER	2-7-20	336518 0	2020 5 INV A	55.00	C-021820	JOB SCHEDULE/CAN'T
INVOICE:		FULL DESC:	JOB SCHEDULE/CAN'T GET TO PRACTICE GAME-P.		MUIZERS	
031357 MUIZERS SOMER	2-7-2020	336515 0	2020 5 INV A	55.00	C-021820	JOB SCHEDULE/CAN'T
INVOICE:		FULL DESC:	JOB SCHEDULE/CAN'T GET TO PRACTICE GAME H. BARNETT			
				110.00		
		ACCOUNT TOTAL		110.00		
		ORG 0010 TOTAL		110.00		
111		MAYOR ADMIN DEPARTMENT				
111	610400		OFFICE SUPPLIES			
022719 UMB CARD SERVICES	1-1-20	336746 0	2020 5 INV A	436.99	C-021820	UMB CREDIT CARD
INVOICE:		FULL DESC:	UMB CREDIT CARD			
030629 AMAZON CAPITAL	1DQFTDYW6Y9L	336630 0	2020 5 INV A	16.33	C-021820	#ANKP067K88KPB - OF
INVOICE:		FULL DESC:	#ANKP067K88KPB - OFFICE SUPPLIES			
		ACCOUNT TOTAL		453.32		
111	626900		TRAVEL & TRAINING			
001092 MATTHEW BENDER & CO.	17116481	336597 0	2020 5 INV A	32.44	C-021820	6080376001-MAYOR
INVOICE: 17116481		FULL DESC:	6080376001-MAYOR			
002087 MS MUNICIPAL LEAGUE	31002	336724 0	2020 5 INV A	550.00	C-021820	2020 MML CONG. REGI
INVOICE: 31002		FULL DESC:	2020 MML CONG. REGISTRATION			
		ACCOUNT TOTAL		582.44		
		ORG 111 TOTAL		1,035.76		
115		BOARD OF ALDERMAN				
115	626900		TRAVEL & TRAINING			
002087 MS MUNICIPAL LEAGUE	31002	336724 0	2020 5 INV A	1,650.00	C-021820	2020 MML CONG. REGI
INVOICE: 31002		FULL DESC:	2020 MML CONG. REGISTRATION			
		ACCOUNT TOTAL		1,650.00		
		ORG 115 TOTAL		1,650.00		
120		ARTS AND CULTURAL AFFAIRS				
120	622100		PROFESSIONAL FEES			
004489 JOHNSON CINDY	102-20	336790 0	2020 5 INV A	630.00	C-021820	AEROBICS INSTRUCTOR
INVOICE:		FULL DESC:	AEROBICS INSTRUCTOR (JAN. 29 & 31, FEB. 3-5-7-10)			
013370 CAIN, MARY	5-20	336194 0	2020 5 INV A	60.00	C-021820	LINE DANCING (JAN.
INVOICE:		FULL DESC:	LINE DANCING (JAN. 30, 2020 - 3 HOURS)			
013370 CAIN, MARY	6-20	336506 0	2020 5 INV A	60.00	C-021820	LINE DANCING (FEB.
INVOICE:		FULL DESC:	LINE DANCING (FEB. 6, 2020 - 3 HOURS)			

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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET C-021820

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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET C-021820

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YEAR/PERIOD: 2020/1 ACCOUNT/VENDOR	TO 2020/5 DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL				1,084.50		
125 621501			COURT FINES			
000955 STATE TREASURER	2-3-2020	336237	0 2020 5 INV A	95,377.10	C-021820	MONTHLY STATE ASSES
INVOICE:		FULL DESC:	MONTHLY STATE ASSESSMENTS COLLECTION			
000962 CRIME STOPPERS	2-3-2020	336234	0 2020 5 INV A	1,307.54	C-021820	MONTHLY CRIME STOPP
INVOICE:		FULL DESC:	MONTHLY CRIME STOPPERS ASSESSMENT COLLECTION			
000963 DEPT OF PUBLIC SAFET	2-3-20	336235	0 2020 5 INV A	3,918.44	C-021820	MONTHLY I.W.R.C.P.
INVOICE:		FULL DESC:	MONTHLY I.W.R.C.P. ASSESSMENT COLLECTION			
000963 DEPT OF PUBLIC SAFET	2-3-2020	336236	0 2020 5 INV A	3,262.10	C-021820	MONTHLY IGNITION IN
INVOICE:		FULL DESC:	MONTHLY IGNITION INTERLOCK ASSESSMENT COLLECTION			
				7,180.54		
ACCOUNT TOTAL				103,865.18		
125 621505			COURT SUPPLIES			
006685 DEX IMAGING	AR4933802	336478	0 2020 5 INV A	4.30	C-021820	#MP1100 - COURTROOM
INVOICE:		FULL DESC:	#MP1100 - COURTROOM 1 COPIER #2			
006685 DEX IMAGING	AR4934001	336482	0 2020 5 INV A	31.12	C-021820	#MP7495 & MP7496 -
INVOICE:		FULL DESC:	#MP7495 & MP7496 - COURTROOM COPIERS			
006685 DEX IMAGING	AR4934168	336480	0 2020 5 INV A	155.43	C-021820	#MP1088 - COURT OFF
INVOICE:		FULL DESC:	#MP1088 - COURT OFFICE COPIER			
006685 DEX IMAGING	AR4934305	336479	0 2020 5 INV A	.06	C-021820	#MP1087 - FILE ROOM
INVOICE:		FULL DESC:	#MP1087 - FILE ROOM COPIER			
				190.91		
007823 AMERICAN PAPER & TWI	3541602	336481	0 2020 5 INV A	98.38	C-021820	SUPPLIES
INVOICE: 3541602		FULL DESC:	SUPPLIES			
ACCOUNT TOTAL				289.29		
125 622100			PROFESSIONAL SERVICES			
001907 JUSTICE NETWORK	20520	336782	0 2020 5 INV A	50.00	C-021820	TRANSLATING SERVICE
INVOICE: 20520		FULL DESC:	TRANSLATING SERVICE FOR BERNARDO P. ALVARO-AMILCAR			
017094 ALPHA REPORTING	160271SWLH	336629	0 2020 5 INV A	128.10	C-021820	TRIAL TRANSCRIPT K.
INVOICE:		FULL DESC:	TRIAL TRANSCRIPT K. CHAPMAN APPEAL			
025804 BARTON MATTHEW	2-12-2020	336783	0 2020 5 INV A	200.00	C-021820	SPECIAL PROSECUTOR
INVOICE:		FULL DESC:	SPECIAL PROSECUTOR - FEBRUARY 12, 2020 (1/2 DAY)			
031350 WILLIAMSON CANDACE	2-5-20	336461	0 2020 5 INV A	100.00	C-021820	SPECIAL PUBLIC DEFE
INVOICE:		FULL DESC:	SPECIAL PUBLIC DEFENDER-BRITTANY COOK(B.MURPHY CON			
ACCOUNT TOTAL				478.10		
ORG 125 TOTAL				105,717.07		



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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET C-021820

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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
145				DEPARTMENT OF FINANCE & ADMIN			
145	610400			OFFICE SUPPLIES			
	007600 OFFICE DEPOT	426528953001	336207 0	2020 5 INV A	51.05	C-021820	INK - STAMP
	INVOICE: 426528953001		FULL DESC: INK - STAMP				
			ACCOUNT TOTAL		51.05		
145	622100			PROFESSIONAL SERVICES			
	018206 MCILWAIN EDITH	2-12-20	336733 0	2020 5 INV A	115.49	C-021820	MS LICENSE RENEWAL
	INVOICE:		FULL DESC: MS LICENSE RENEWAL				
			ACCOUNT TOTAL		115.49		
			ORG 145 TOTAL		166.54		
150				INFORMATION TECHNOLOGY			
150	610400			OFFICE SUPPLIES			
	007600 OFFICE DEPOT	434085969001	336637 0	2020 5 INV A	68.66	C-021820	OFFICE SUPPLIES
	INVOICE: 434085969001		FULL DESC: OFFICE SUPPLIES				
			ACCOUNT TOTAL		68.66		
150	610500			COMPUTERS			
	000342 DELL MARKETING LP	10372090613	336327 0	2020 5 INV A	813.47	C-021820	LAPTOP - CODE ENFOR
	INVOICE: 10372090613		FULL DESC: LAPTOP - CODE ENFORCEMENT				
	000739 CDW LLC	WPV5986	336297 0	2020 5 INV A	627.56	C-021820	GETAC BATTERIES
	INVOICE:		FULL DESC: GETAC BATTERIES				
	001102 SOUTHAVEN SUPPLY	26888	336625 0	2020 5 INV A	22.92	C-021820	ITEC SUPPLIES
	INVOICE: 26888		FULL DESC: ITEC SUPPLIES				
	004246 HARBOR FREIGHT TOOLS	546886	336603 0	2020 5 INV A	14.99	C-021820	ITEC SUPPLIES
	INVOICE: 546886		FULL DESC: ITEC SUPPLIES				
	005724 NOVAGIANT MEDIA LLC	22617	336628 0	2020 5 INV A	315.00	C-021820	WEBSITE DOMAIN RENE
	INVOICE: 22617		FULL DESC: WEBSITE DOMAIN RENEWAL				
	021382 PETTY CASH	2-10-2020	336533 0	2020 5 INV A	32.09	C-021820	CLERK'S OFFICE PETT
	INVOICE:		FULL DESC: CLERK'S OFFICE PETTY CASH REIMB.				
	024507 MONOPRICE INC	19762413	336639 0	2020 5 INV A	158.16	C-021820	CABLES
	INVOICE: 19762413		FULL DESC: CABLES				
	026785 BEST BUY	4291434	336606 0	2020 5 INV A	99.98	C-021820	FILTERS
	INVOICE: 4291434		FULL DESC: FILTERS				
	026785 BEST BUY	4377905	336635 0	2020 5 INV A	1,577.83	C-021820	ITEC SUPPLIES
	INVOICE: 4377905		FULL DESC: ITEC SUPPLIES				
	026785 BEST BUY	4380214	336607 0	2020 5 INV A	79.99	C-021820	PHONE CASE
	INVOICE: 4380214		FULL DESC: PHONE CASE				



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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET C-021820

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YEAR/PERIOD:	2020/1	TO	2020/5									
ACCOUNT/VENDOR		DOCUMENT	VOUCHER	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
											1,757.80	
										ACCOUNT TOTAL	3,741.99	
150	610550									NETWORK CONNECTIVITY		
000952	TYLER TECHNOLOGIES	45-288966	336452	0	2020	5	INV A	23,189.75	C-021820	QUARTERLY MAINTENANCE		QUARTERLY MAINTENAN
	INVOICE:		FULL DESC:									
007817	PROTECH SYSTEMS	SVC44665	336449	0	2020	5	INV A	2,257.00	C-021820	OFF-SITE STORAGE		OFF-SITE STORAGE
	INVOICE:		FULL DESC:									
										ACCOUNT TOTAL	25,446.75	
150	612500									UNIFORMS		
000424	A 2 Z ADVERTISING	53309	336602	0	2020	5	INV A	118.96	C-021820	ALLOTMENT J. HITT		ALLOTMENT J. HITT
	INVOICE: 53309		FULL DESC:									
000424	A 2 Z ADVERTISING	53329	336298	0	2020	5	INV A	75.00	C-021820	PAYNE & GREGORY ALL		PAYNE & GREGORY ALL
	INVOICE: 53329		FULL DESC:									
											193.96	
021916	MIDSOUTH SOLUTIONS	145739	336455	0	2020	5	INV A	99.98	C-021820	BOISSEAU- ALLOTMENT		BOISSEAU- ALLOTMENT
	INVOICE: 145739		FULL DESC:									
										ACCOUNT TOTAL	293.94	
150	614000									GASOLINE/OIL		
006919	FUELMAN	NP57686755	336328	0	2020	5	INV A	62.46	C-021820	ITEC FUEL		ITEC FUEL
	INVOICE:		FULL DESC:									
006919	FUELMAN	NP57725014	336634	0	2020	5	INV A	106.07	C-021820	ITEC FUEL		ITEC FUEL
	INVOICE:		FULL DESC:									
											168.53	
										ACCOUNT TOTAL	168.53	
150	626900									TRAVEL & TRAINING		
004791	NEW HORIZONS	MEM-0010486	336453	0	2020	5	INV A	2,125.00	C-021820	IT TRAINING		IT TRAINING
	INVOICE:		FULL DESC:									
022093	LOMONACO CAMERON	52-7555-8842	336329	0	2020	5	INV A	165.00	C-021820	REIMBURSEMENT FOR C		REIMBURSEMENT FOR C
	INVOICE:		FULL DESC:							REIMBURSEMENT FOR CCNA EXAM-CAMERON LOMONACO		
031358	NECI	161789	336626	0	2020	5	INV A	1,580.00	C-021820	DISPATCHER TRAINING		DISPATCHER TRAINING
	INVOICE: 161789		FULL DESC:									
										ACCOUNT TOTAL	3,870.00	
										ORG 150 TOTAL	33,589.87	



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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET C-021820

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YEAR/PERIOD:	2020/1	TO 2020/5							
ACCOUNT/VENDOR	DOCUMENT	VOUCHER	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
155									CITY CLERK
155	610400								OFFICE SUPPLIES
030629	AMAZON CAPITAL	1DQFTDYW6Y9L	336630	0	2020	5 INV A	17.27	C-021820	#ANKP067K88KPB - OF
	INVOICE:		FULL DESC:			#ANKP067K88KPB - OFFICE SUPPLIES			
						ACCOUNT TOTAL	17.27		
155	622100								PROFESSIONAL SERVICES
000403	LAWRENCE PRINTING CO	44847	336604	0	2020	5 INV A	121.61	C-021820	2020 MONTHLY INDEX
	INVOICE: 44847		FULL DESC:			2020 MONTHLY INDEX			
022719	UMB CARD SERVICES	1-1-20	336746	0	2020	5 INV A	35.00	C-021820	UMB CREDIT CARD
	INVOICE:		FULL DESC:			UMB CREDIT CARD			
029120	YOUNG LEASING CO	INV3497029	336584	0	2020	5 INV A	394.53	C-021820	AAA 52195- CITY CLE
	INVOICE:		FULL DESC:			AAA 52195- CITY CLERK OFFICE			
029120	YOUNG LEASING CO	INV3511252	336582	0	2020	5 INV A	195.79	C-021820	AAA 43225-DEPUTRY C
	INVOICE:		FULL DESC:			AAA 43225-DEPUTRY CLER PRINTER			
029120	YOUNG LEASING CO	INV3511253	336583	0	2020	5 INV A	123.98	C-021820	AAA 44737- CITY CLE
	INVOICE:		FULL DESC:			AAA 44737- CITY CLERK PRINTER			
							714.30		
						ACCOUNT TOTAL	870.91		
155	626100								ADVERTISING
001185	DESOTO TIMES-TRIBUNE	300133727	336717	0	2020	5 INV A	73.40	C-021820	REVISING OUTLET SHO
	INVOICE: 300133727		FULL DESC:			REVISING OUTLET SHOPS OF MID-SOUTH			
						ACCOUNT TOTAL	73.40		
155	626900								TRAVEL & TRAINING
002087	MS MUNICIPAL LEAGUE	31002	336724	0	2020	5 INV A	825.00	C-021820	2020 MML CONG. REGI
	INVOICE: 31002		FULL DESC:			2020 MML CONG. REGISTRATION			
						ACCOUNT TOTAL	825.00		
						ORG 155	TOTAL	1,786.58	
180									PLANNING / ENGINEERING DEPT
180	610400								OFFICE SUPPLIES
006685	DEX IMAGING	AR4922409	336740	0	2020	5 INV A	46.48	C-021820	MP6615- OFFICE SUPP
	INVOICE:		FULL DESC:			MP6615- OFFICE SUPPLIES			
006685	DEX IMAGING	AR4923984	336742	0	2020	5 INV A	22.68	C-021820	MP212288 - WSE03406
	INVOICE:		FULL DESC:			MP212288 - WSE03406			
							69.16		
007600	OFFICE DEPOT	423624634001	336737	0	2020	5 INV A	63.70	C-021820	OFFICE SUPPLIES
	INVOICE: 423624634001		FULL DESC:			OFFICE SUPPLIES			
007600	OFFICE DEPOT	429745909001	336744	0	2020	5 INV A	109.55	C-021820	OFFICE SUPPLIES



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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET C-021820

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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: 429745909001		FULL DESC: OFFICE SUPPLIES					
						173.25	
030629	AMAZON CAPITAL	1DQFTDYW6Y9L 336630	0	2020 5 INV A	9.60	C-021820	#ANKP067K88KPB - OF
INVOICE:		FULL DESC: #ANKP067K88KPB - OFFICE SUPPLIES					
ACCOUNT TOTAL						252.01	
180	611300	MOTOR VEH REPAIRS/MAINT					
007304	O'REILLYS AUTO PARTS	1257-439716 336735	0	2020 5 INV A	56.98	C-021820	WIPER BLADES
INVOICE:		FULL DESC: WIPER BLADES					
007304	O'REILLYS AUTO PARTS	1257-449233 336736	0	2020 5 INV A	27.98	C-021820	VEHICLE MAINTENANCE
INVOICE:		FULL DESC: VEHICLE MAINTENANCE					
						84.96	
022896	VALVOLINE LLC	134143 336739	0	2020 5 INV A	42.06	C-021820	VEHICLE MAINTENANCE
INVOICE: 134143		FULL DESC: VEHICLE MAINTENANCE					
ACCOUNT TOTAL						127.02	
180	622100	PROFESSIONAL FEES					
018221	CIVIL-LINK, LLC	74415 336750	0	2020 5 INV A	15,000.00	C-021820	MUNICIPAL STAFFING
INVOICE: 74415		FULL DESC: MUNICIPAL STAFFING SERVICES					
021382	PETTY CASH	2-10-2020 336533	0	2020 5 INV A	10.00	C-021820	CLERK'S OFFICE PETT
INVOICE:		FULL DESC: CLERK'S OFFICE PETTY CASH REIMB.					
ACCOUNT TOTAL						15,010.00	
180	626900	TRAVEL & TRAINING					
002087	MS MUNICIPAL LEAGUE	31002 336724	0	2020 5 INV A	275.00	C-021820	2020 MML CONG. REGI
INVOICE: 31002		FULL DESC: 2020 MML CONG. REGISTRATION					
021382	PETTY CASH	2-10-2020 336533	0	2020 5 INV A	35.00	C-021820	CLERK'S OFFICE PETT
INVOICE:		FULL DESC: CLERK'S OFFICE PETTY CASH REIMB.					
ACCOUNT TOTAL						310.00	
ORG 180 TOTAL						15,699.03	
211	POLICE DEPARTMENT						
211	610400	OFFICE SUPPLIES					
007600	OFFICE DEPOT	430337923001 336368	0	2020 5 INV A	414.47	C-021820	TRAINING OFFICE - S
INVOICE: 430337923001		FULL DESC: TRAINING OFFICE - SUPPLIES					
007600	OFFICE DEPOT	430379725001 336270	0	2020 5 INV A	29.43	C-021820	CID CALENDAR
INVOICE: 430379725001		FULL DESC: CID CALENDAR					
007600	OFFICE DEPOT	436351075001 336658	0	2020 5 INV A	197.77	C-021820	INK & FOLDERS
INVOICE: 436351075001		FULL DESC: INK & FOLDERS					
						641.67	



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007823	AMERICAN PAPER & TWI	3534786	336321	0	2020	5	INV	A		162.88	C-021820	SUPPLIES
	INVOICE: 3534786		FULL DESC:	SUPPLIES								
ACCOUNT TOTAL										804.55		
211	611000		MATERIALS									
000334	ULINE INC	116593314	336624	0	2020	5	INV	A		744.00	C-021820	CID SUPPLIES
	INVOICE: 116593314		FULL DESC:	CID SUPPLIES								
000544	PRECISION DELTA CORP	16085	336475	20000056	2020	5	INV	A		16,900.00	C-021820	AMMO ORDER FOR THE
	INVOICE: 16085		FULL DESC:	AMMO ORDER FOR THE YEAR 2020 - STATE CONTRACT								
001102	SOUTHAVEN SUPPLY	27136	336622	0	2020	5	INV	A		2.25	C-021820	SPEIGHTS-KEY
	INVOICE: 27136		FULL DESC:	SPEIGHTS-KEY								
005044	LOWE'S HOME CENTERS,	2-15-20	336575	0	2020	5	INV	A		632.59	C-021820	LOWE'S CREDIT CARD
	INVOICE:		FULL DESC:	LOWE'S CREDIT CARD								
021382	PETTY CASH	12-27-19	336566	0	2020	5	INV	A		64.02	C-021820	SPD- PETTY CASH
	INVOICE:		FULL DESC:	SPD- PETTY CASH								
021382	PETTY CASH	2-10-20	336565	0	2020	5	INV	A		74.54	C-021820	SPD-PETTY CASH
	INVOICE:		FULL DESC:	SPD-PETTY CASH								
										138.56		
ACCOUNT TOTAL										18,417.40		
211	611300		MAINTENANCE VEHICLES									
000979	SOUTHAVEN CAR CARE	32373	336269	0	2020	5	INV	A		840.00	C-021820	3051- REAREND
	INVOICE: 32373		FULL DESC:	3051- REAREND								
000979	SOUTHAVEN CAR CARE	32428	336439	0	2020	5	INV	A		65.23	C-021820	3053- COOLING SYSTE
	INVOICE: 32428		FULL DESC:	3053- COOLING SYSTEM								
000979	SOUTHAVEN CAR CARE	32437	336445	0	2020	5	INV	A		495.06	C-021820	3071- ALTERNATOR
	INVOICE: 32437		FULL DESC:	3071- ALTERNATOR								
000979	SOUTHAVEN CAR CARE	32438	336446	0	2020	5	INV	A		70.72	C-021820	3122- OIL CHANGE &
	INVOICE: 32438		FULL DESC:	3122- OIL CHANGE & FILTER								
000979	SOUTHAVEN CAR CARE	32442	336444	0	2020	5	INV	A		105.00	C-021820	3124- DIAGNOSTICS
	INVOICE: 32442		FULL DESC:	3124- DIAGNOSTICS								
000979	SOUTHAVEN CAR CARE	32460	336468	0	2020	5	INV	A		105.00	C-021820	3165 - SPOTLIGHT HA
	INVOICE: 32460		FULL DESC:	3165 - SPOTLIGHT HANDLE								
000979	SOUTHAVEN CAR CARE	32462	336619	0	2020	5	INV	A		305.58	C-021820	3132- DIAGNOSTICS
	INVOICE: 32462		FULL DESC:	3132- DIAGNOSTICS								
000979	SOUTHAVEN CAR CARE	32480	336618	0	2020	5	INV	A		502.40	C-021820	3088- INSTALL WINDO
	INVOICE: 32480		FULL DESC:	3088- INSTALL WINDOW SWITCHES								
000979	SOUTHAVEN CAR CARE	32486	336616	0	2020	5	INV	A		74.95	C-021820	4196- DIAGNOSTICS
	INVOICE: 32486		FULL DESC:	4196- DIAGNOSTICS								
000979	SOUTHAVEN CAR CARE	32487	336617	0	2020	5	INV	A		325.64	C-021820	3113- DIAGNOSTICS &
	INVOICE: 32487		FULL DESC:	3113- DIAGNOSTICS & SENSOR								
										2,889.58		



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	001102 SOUTHAVEN SUPPLY INVOICE: 26443	26443	336363 0 FULL DESC: 3147 - KEYS	2020 5 INV A	4.79 C-021820		3147 - KEYS
	001114 UNION AUTO PARTS INVOICE: 1674794	1674794	336436 0 FULL DESC: 3144- HANDLE	2020 5 INV A	30.87 C-021820		3144- HANDLE
	001114 UNION AUTO PARTS INVOICE: 1683807	1683807	336437 0 FULL DESC: 3105- BRAKE SET	2020 5 INV A	153.78 C-021820		3105- BRAKE SET
	001114 UNION AUTO PARTS INVOICE: 1689833	1689833	336434 0 FULL DESC: 4191- BRAKE SET	2020 5 INV A	189.04 C-021820		4191- BRAKE SET
	001114 UNION AUTO PARTS INVOICE: 1691622	1691622	336433 0 FULL DESC: 3122- BRAKE SET	2020 5 INV A	311.02 C-021820		3122- BRAKE SET
	001114 UNION AUTO PARTS INVOICE: 1691881	1691881	336438 0 FULL DESC: 3153- BATTERY	2020 5 INV A	111.96 C-021820		3153- BATTERY
	001114 UNION AUTO PARTS INVOICE: 1692650	1692650	336367 0 FULL DESC: JAMES - WIPER BLADES	2020 5 INV A	22.66 C-021820		JAMES - WIPER BLADE
	001114 UNION AUTO PARTS INVOICE: 1693708	1693708	336365 0 FULL DESC: FUEL STABLIZER SKYCOP	2020 5 INV A	13.00 C-021820		FUEL STABLIZER SKYC
					832.33		
	001962 IDEAL TIRE SALES INVOICE: 506888	506888	336324 0 FULL DESC: 4085 - FLAT REPAIR	2020 5 INV A	18.00 C-021820		4085 - FLAT REPAIR
	001962 IDEAL TIRE SALES INVOICE: 506912	506912	336323 0 FULL DESC: 4191 - BRAKE SERVICE	2020 5 INV A	70.00 C-021820		4191 - BRAKE SERVIC
	001962 IDEAL TIRE SALES INVOICE: 506922	506922	336325 0 FULL DESC: JAMES-SENSORS, FLAT REPAIR	2020 5 INV A	56.95 C-021820		JAMES-SENSORS, FLAT
	001962 IDEAL TIRE SALES INVOICE: 506993	506993	336341 0 FULL DESC: 3122 - BRAKES & FLAT REPAIR	2020 5 INV A	168.00 C-021820		3122 - BRAKES & FLA
	001962 IDEAL TIRE SALES INVOICE: 506999	506999	336340 0 FULL DESC: LOOSE FLAT REPAIR	2020 5 INV A	38.00 C-021820		LOOSE FLAT REPAIR
	001962 IDEAL TIRE SALES INVOICE: 507050	507050	336339 0 FULL DESC: 3143 - BRAKE PADS	2020 5 INV A	104.95 C-021820		3143 - BRAKE PADS
	001962 IDEAL TIRE SALES INVOICE: 507086	507086	336471 0 FULL DESC: 3174 - ROTATION	2020 5 INV A	69.95 C-021820		3174 - ROTATION
	001962 IDEAL TIRE SALES INVOICE: 507136	507136	336596 0 FULL DESC: 4187-NEW TIRES & SENSOR	2020 5 INV A	130.00 C-021820		4187-NEW TIRES & SE
	001962 IDEAL TIRE SALES INVOICE: 507187	507187	336594 0 FULL DESC: 4194 FLAT PATCH	2020 5 INV A	18.00 C-021820		4194 FLAT PATCH
	001962 IDEAL TIRE SALES INVOICE: 507212	507212	336595 0 FULL DESC: 3136 - NEW TIRE	2020 5 INV A	20.00 C-021820		3136 - NEW TIRE
					693.85		
	002098 COLEMAN TAYLOR TRANS INVOICE: 2957	2957	336177 0 FULL DESC: 3143 - OVERHAUL TRANSMISSION	2020 5 INV A	3,200.00 C-021820		3143 - OVERHAUL TRA
	007304 O'REILLYS AUTO PARTS INVOICE:	1257-427877	336405 0 FULL DESC: 3131- CAPSULE	2020 5 INV A	16.55 C-021820		3131- CAPSULE
	007304 O'REILLYS AUTO PARTS INVOICE:	1257-431152	336404 0 FULL DESC: 3130-FOG CAPSULE	2020 5 INV A	3.27 C-021820		3130-FOG CAPSULE
	007304 O'REILLYS AUTO PARTS INVOICE:	1257-438269	336401 0 FULL DESC: 3071- KEYLESS FOB	2020 5 INV A	7.99 C-021820		3071- KEYLESS FOB



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	007304 O'REILLYS AUTO PARTS	1257-438622	336399 0	2020 5 INV A	39.99 C-021820		1099- FLOOR MAT
	INVOICE:		FULL DESC:	1099- FLOOR MAT			
	007304 O'REILLYS AUTO PARTS	1257-442184	336398 0	2020 5 INV A	9.55 C-021820		1350- CAPSULE
	INVOICE:		FULL DESC:	1350- CAPSULE			
	007304 O'REILLYS AUTO PARTS	1791-100313	336402 0	2020 5 INV A	16.55 C-021820		1409- CAPSULE
	INVOICE:		FULL DESC:	1409- CAPSULE			
	007304 O'REILLYS AUTO PARTS	1791-101363	336400 0	2020 5 INV A	256.56 C-021820		1217- MOTOR OIL
	INVOICE:		FULL DESC:	1217- MOTOR OIL			
	007304 O'REILLYS AUTO PARTS	1791-103493	336443 0	2020 5 INV A	149.93 C-021820		1337- BATTERY
	INVOICE:		FULL DESC:	1337- BATTERY			
	007304 O'REILLYS AUTO PARTS	1791-497027	336403 0	2020 5 INV A	3.19 C-021820		1341- MINI-BULB
	INVOICE:		FULL DESC:	1341- MINI-BULB			
					503.58		
	007600 OFFICE DEPOT	430379724001	336366 0	2020 5 INV A	37.96 C-021820		CAR KEY TAGS
	INVOICE: 430379724001		FULL DESC:	CAR KEY TAGS			
	019700 CHOICE TOWING	56749	336317 0	2020 5 INV A	50.00 C-021820		3004 - TOW
	INVOICE: 56749		FULL DESC:	3004 - TOW			
	022896 VALVOLINE LLC	133870050065	336427 0	2020 5 INV A	42.65 C-021820		3126- OIL CHANGE
	INVOICE: 133870050065		FULL DESC:	3126- OIL CHANGE			
	022896 VALVOLINE LLC	133874050065	336431 0	2020 5 INV A	43.33 C-021820		4190- OIL CHANGE
	INVOICE: 133874050065		FULL DESC:	4190- OIL CHANGE			
	022896 VALVOLINE LLC	133921050065	336429 0	2020 5 INV A	43.33 C-021820		3141- OIL CHANGE
	INVOICE: 133921050065		FULL DESC:	3141- OIL CHANGE			
	022896 VALVOLINE LLC	134094050065	336360 0	2020 5 INV A	43.33 C-021820		3129 - OIL CHANGE
	INVOICE: 134094050065		FULL DESC:	3129 - OIL CHANGE			
	022896 VALVOLINE LLC	134143050065	336460 0	2020 5 INV A	42.06 C-021820		JAMES - OIL CHANGE
	INVOICE: 134143050065		FULL DESC:	JAMES - OIL CHANGE			
	022896 VALVOLINE LLC	134357050065	336621 0	2020 5 INV A	43.33 C-021820		4186- OIL CHANGE
	INVOICE: 134357050065		FULL DESC:	4186- OIL CHANGE			
	022896 VALVOLINE LLC	144666050069	336432 0	2020 5 INV A	40.36 C-021820		3106- OIL CHANGE
	INVOICE: 144666050069		FULL DESC:	3106- OIL CHANGE			
	022896 VALVOLINE LLC	144721050069	336430 0	2020 5 INV A	42.65 C-021820		3104-OIL CHANGE
	INVOICE: 144721050069		FULL DESC:	3104-OIL CHANGE			
	022896 VALVOLINE LLC	144801050069	336428 0	2020 5 INV A	40.78 C-021820		3131-OIL CHANGE
	INVOICE: 144801050069		FULL DESC:	3131-OIL CHANGE			
	022896 VALVOLINE LLC	144849050069	336426 0	2020 5 INV A	43.33 C-021820		3161- OIL CHANGE
	INVOICE: 144849050069		FULL DESC:	3161- OIL CHANGE			
	022896 VALVOLINE LLC	144912050069	336362 0	2020 5 INV A	43.33 C-021820		3165 - OIL CHANGE
	INVOICE: 144912050069		FULL DESC:	3165 - OIL CHANGE			
	022896 VALVOLINE LLC	144916050069	336361 0	2020 5 INV A	43.33 C-021820		3163 - OIL CHANGE
	INVOICE: 144916050069		FULL DESC:	3163 - OIL CHANGE			
	022896 VALVOLINE LLC	144953050069	336458 0	2020 5 INV A	43.33 C-021820		3168 - OIL CHANGE
	INVOICE: 144953050069		FULL DESC:	3168 - OIL CHANGE			
	022896 VALVOLINE LLC	144955050069	336457 0	2020 5 INV A	40.36 C-021820		3127 - OIL CHANGE
	INVOICE: 144955050069		FULL DESC:	3127 - OIL CHANGE			
	022896 VALVOLINE LLC	145122050069	336620 0	2020 5 INV A	40.78 C-021820		4191- OIL CHANGE
	INVOICE: 145122050069		FULL DESC:	4191- OIL CHANGE			



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							636.28
	024433 COLLISION CENTRE SOU	2719	336318	0 2020 5 INV A	1,320.16	C-021820	3175 - BODY WORK
	INVOICE: 2719		FULL DESC:	3175 - BODY WORK			
	028718 TIREHUB LLC	12054788	336364	0 2020 5 INV A	489.84	C-021820	TIRES FOR FLEET
	INVOICE: 12054788		FULL DESC:	TIRES FOR FLEET			
	030751 PATRIOT VEHICLE GRAP	102	336640	20000082 2020 5 INV A	675.00	C-021820	VEHICLE GRAPHICS FO
	INVOICE: 102		FULL DESC:	VEHICLE GRAPHICS FOR POLICE UN			
	030773 KARZON CAR CARE LLC	830	336179	0 2020 5 INV A	56.99	C-021820	3073 - OIL CHANGE T
	INVOICE: 830		FULL DESC:	3073 - OIL CHANGE TIRE REPAIR			
	030773 KARZON CAR CARE LLC	891	336180	0 2020 5 INV A	119.98	C-021820	4188 - ALIGNMENT &
	INVOICE: 891		FULL DESC:	4188 - ALIGNMENT & OIL CHANGE			
							176.97
			ACCOUNT TOTAL		11,510.34		
211	612200			MAINTENANCE EQUIPMENT & BUILD			
	005044 LOWE'S HOME CENTERS, 2-15-20		336575	0 2020 5 INV A	90.96	C-021820	LOWE'S CREDIT CARD
	INVOICE:		FULL DESC:	LOWE'S CREDIT CARD			
			ACCOUNT TOTAL		90.96		
211	612500			UNIFORMS			
	012445 ACCURATE LAW ENFOR	20-0117	336599	0 2020 5 INV A	324.82	C-021820	SWAT
	INVOICE:		FULL DESC:	SWAT			
	021916 MIDSOUTH SOLUTIONS	145701	336267	0 2020 5 INV A	20.00	C-021820	GODWIN, STEVE- ALLO
	INVOICE: 145701		FULL DESC:	GODWIN, STEVE- ALLOTMENT 20			
	021916 MIDSOUTH SOLUTIONS	145720	336266	0 2020 5 INV A	90.00	C-021820	LITTLE, MARK- ALLOT
	INVOICE: 145720		FULL DESC:	LITTLE, MARK- ALLOTMENT 20			
	021916 MIDSOUTH SOLUTIONS	146138	336358	0 2020 5 INV A	69.95	C-021820	DAVIS, WILLIE - ALL
	INVOICE: 146138		FULL DESC:	DAVIS, WILLIE - ALLOTMENT 2020			
	021916 MIDSOUTH SOLUTIONS	146146	336349	0 2020 5 INV A	20.00	C-021820	RUSSELL, DAN ALLOTM
	INVOICE: 146146		FULL DESC:	RUSSELL, DAN ALLOTMENT 2020			
	021916 MIDSOUTH SOLUTIONS	146152	336352	0 2020 5 INV A	484.00	C-021820	MARSHALL, DOUG - AL
	INVOICE: 146152		FULL DESC:	MARSHALL, DOUG - ALLOTMENT 2020			
	021916 MIDSOUTH SOLUTIONS	146167	336351	0 2020 5 INV A	164.50	C-021820	RAINS, JEFF - ALLOT
	INVOICE: 146167		FULL DESC:	RAINS, JEFF - ALLOTMENT 2020			
	021916 MIDSOUTH SOLUTIONS	146168	336353	0 2020 5 INV A	99.00	C-021820	KROTH, KEVIN - ALLO
	INVOICE: 146168		FULL DESC:	KROTH, KEVIN - ALLOTMENT 2020			
	021916 MIDSOUTH SOLUTIONS	146169	336355	0 2020 5 INV A	1,024.94	C-021820	GREGORY, RICHARD -
	INVOICE: 146169		FULL DESC:	GREGORY, RICHARD - NEW HIRE			
	021916 MIDSOUTH SOLUTIONS	146170	336359	0 2020 5 INV A	339.50	C-021820	DAVIS, WILLIE T. -
	INVOICE: 146170		FULL DESC:	DAVIS, WILLIE T. - ALLOTMENT 2020			
	021916 MIDSOUTH SOLUTIONS	146184	336357	0 2020 5 INV A	493.48	C-021820	DICKSON, DARLEN - A
	INVOICE: 146184		FULL DESC:	DICKSON, DARLEN - ALLOTMENT 2020			
	021916 MIDSOUTH SOLUTIONS	146185	336356	0 2020 5 INV A	110.00	C-021820	FITE, RYAN - ALLOTM



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INVOICE: 146185			FULL DESC:	FITE, RYAN - ALLOTMENT 2020			
021916 MIDSOUTH SOLUTIONS	146186	336350	0	2020 5 INV A	497.00	C-021820	ROBERTSON, CHRIS AL
INVOICE: 146186			FULL DESC:	ROBERTSON, CHRIS ALLOTMENT 2020			
021916 MIDSOUTH SOLUTIONS	146187	336354	0	2020 5 INV A	491.50	C-021820	KIRKPATRICK, JOSEPH
INVOICE: 146187			FULL DESC:	KIRKPATRICK, JOSEPH - ALLOTMENT 2020			
021916 MIDSOUTH SOLUTIONS	146484	336462	0	2020 5 INV A	435.00	C-021820	HORTON, CLINT ALLOT
INVOICE: 146484			FULL DESC:	HORTON, CLINT ALLOTMENT 2020			
021916 MIDSOUTH SOLUTIONS	146554	336623	0	2020 5 INV A	4,165.00	C-021820	MAGSBY, WILSON, SPEIG
INVOICE: 146554			FULL DESC:	MAGSBY, WILSON, SPEIGHTS, RAYBURN, RICH, FRANKS-VESTS			
					8,503.87		
			ACCOUNT TOTAL		8,828.69		
211 614000				FUEL & OIL			
006919 FUELMAN	NP57620592	336320	0	2020 5 INV A	4,833.56	C-021820	FUEL FOR FLEET
INVOICE:			FULL DESC:	FUEL FOR FLEET			
006919 FUELMAN	NP57686394	336632	0	2020 5 INV A	4,508.54	C-021820	FUEL FOR FLEET
INVOICE:			FULL DESC:	FUEL FOR FLEET			
					9,342.10		
			ACCOUNT TOTAL		9,342.10		
211 622100				PROFESSIONAL SERVICES			
001390 DPS CRIME LAB	90088846	336633	0	2020 5 INV A	1,020.00	C-021820	ANALYTIC FEES
INVOICE: 90088846			FULL DESC:	ANALYTIC FEES			
002353 FREEMAN CLIFF	2020-020301	336295	0	2020 5 INV A	1,000.00	C-021820	POLYS: HARRIS, TATE
INVOICE:			FULL DESC:	POLYS: HARRIS, TATE, STEWART, NICHOLS & ARENDALE			
021625 AMERICAN TESTING LLC	6554	336319	0	2020 5 INV A	190.00	C-021820	PRATCHER, PAULINO;
INVOICE: 6554			FULL DESC:	PRATCHER, PAULINO; BLOOD DRAWN			
022516 PERSONNEL EVALUATION	35769	336369	0	2020 5 INV A	200.00	C-021820	EVALS - 10 RECRUITS
INVOICE: 35769			FULL DESC:	EVALS - 10 RECRUITS			
022719 UMB CARD SERVICES	1-1-20	336746	0	2020 5 INV A	41.40	C-021820	UMB CREDIT CARD
INVOICE:			FULL DESC:	UMB CREDIT CARD			
025553 AXON ENTERPRISE INC	SI-1636537	336291	0	2020 5 INV A	5,716.50	C-021820	TASER ASSURANCE PLA
INVOICE:			FULL DESC:	TASER ASSURANCE PLAN			
029120 YOUNG LEASING CO	INV3511254	336614	0	2020 5 INV A	253.73	C-021820	SID- M-MT2566-003
INVOICE:			FULL DESC:	SID- M-MT2566-003			
029757 CIOX HEALTH	296840927	336309	0	2020 5 INV A	14.85	C-021820	COOK, DAVID MED REC
INVOICE: 296840927			FULL DESC:	COOK, DAVID MED RECORDS			
029757 CIOX HEALTH	297435130	336601	0	2020 5 INV A	30.95	C-021820	SPRAYBERRY, HUNTER
INVOICE: 297435130			FULL DESC:	SPRAYBERRY, HUNTER MED RECORDS			
029757 CIOX HEALTH	297445422	336600	0	2020 5 INV A	38.90	C-021820	SOUTH, ISABELLA MED
INVOICE: 297445422			FULL DESC:	SOUTH, ISABELLA MED RECORDS			



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						84.70
030534 DATAFACTS INVOICE: 135779	135779	336342 FULL DESC:	0 2020 5 INV A PRE-EMPLOYMENT BACKGROUND SCREENING	67.50 C-021820		PRE-EMPLOYMENT BACK
031328 A SAFELOCK INC INVOICE: 9529	9529	336181 FULL DESC:	0 2020 5 INV A SPD DOOR LOCKS	660.84 C-021820		SPD DOOR LOCKS
031346 IOD INCORPORATED INVOICE: 52418463	52418463	336305 FULL DESC:	0 2020 5 INV A SOUTH, WILLIAM MED RECORDS	24.80 C-021820		SOUTH, WILLIAM MED
031346 IOD INCORPORATED INVOICE: 52418518	52418518	336308 FULL DESC:	0 2020 5 INV A SOUTH, WILLIAM MED RECORDS	23.30 C-021820		SOUTH, WILLIAM MED
031346 IOD INCORPORATED INVOICE: 52418577	52418577	336306 FULL DESC:	0 2020 5 INV A SOUTH, JONAH MED RECORDS	32.75 C-021820		SOUTH, JONAH MED RE
031346 IOD INCORPORATED INVOICE: 52418606	52418606	336307 FULL DESC:	0 2020 5 INV A SOUTH, JONAH MED RECORDS	23.30 C-021820		SOUTH, JONAH MED RE
031346 IOD INCORPORATED INVOICE: 52418646	52418646	336304 FULL DESC:	0 2020 5 INV A SOUTH, NATALIE MED RECORDS	25.95 C-021820		SOUTH, NATALIE MED
031346 IOD INCORPORATED INVOICE: 52418695	52418695	336303 FULL DESC:	0 2020 5 INV A SOUTH, NATALIE MED RECORDS	31.10 C-021820		SOUTH, NATALIE MED
						161.20
ACCOUNT TOTAL				9,395.87		
211 625700 001137 FEDEX INVOICE: 940255018685	940255018685	336347 FULL DESC:	0 2020 5 INV A TELEPHONE & POSTAGE KERN TO FBI	27.72 C-021820		KERN TO FBI
001137 FEDEX INVOICE: 940255651354	940255651354	336348 FULL DESC:	0 2020 5 INV A DELIVERY FOR CHIEF	23.84 C-021820		DELIVERY FOR CHIEF
						51.56
021382 PETTY CASH INVOICE:	2-10-20	336565 FULL DESC:	0 2020 5 INV A SPD-PETTY CASH	7.90 C-021820		SPD-PETTY CASH
						59.46
ACCOUNT TOTAL				140.74		
211 626000 007600 OFFICE DEPOT INVOICE: 436943938001	436943938001	336659 FULL DESC:	0 2020 5 INV A UTILITIES TRAINING	140.74 C-021820		TRAINING
						140.74
ACCOUNT TOTAL				140.74		
211 626102 021382 PETTY CASH INVOICE:	11-18-19	336567 FULL DESC:	0 2020 5 INV A PUBLIC RELATIONS SPD- PETTY CASH	67.86 C-021820		SPD- PETTY CASH
022719 UMB CARD SERVICES INVOICE:	1-1-20	336746 FULL DESC:	0 2020 5 INV A UMB CREDIT CARD	195.00 C-021820		UMB CREDIT CARD



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YEAR/PERIOD: 2020/1 TO 2020/5		ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL						262.86		
211	626500				PRINTING			
	000424 A 2 Z ADVERTISING	53291	336178	0	2020 5 INV A	312.04	C-021820	TRI-FOLD BROSHURES
	INVOICE: 53291		FULL DESC:	TRI-FOLD BROSHURES				
	006685 DEX IMAGING	AR4913689	336322	0	2020 5 INV A	.81	C-021820	P1015-P1017-91018-P
	INVOICE:		FULL DESC:	P1015-P1017-91018-P1201-P1016/CAPT. HALL				
	006685 DEX IMAGING	AR4923987	336296	0	2020 5 INV A	163.29	C-021820	BOOKING
	INVOICE:		FULL DESC:	BOOKING				
	006685 DEX IMAGING	AR4933830	336466	0	2020 5 INV A	152.42	C-021820	#MP7393 - RECORDS
	INVOICE:		FULL DESC:	#MP7393 - RECORDS				
	006685 DEX IMAGING	AR4934241	336470	0	2020 5 INV A	71.15	C-021820	#MP6427 - INVEST. &
	INVOICE:		FULL DESC:	#MP6427 - INVEST. & DISPATCH				
	006685 DEX IMAGING	AR4934271	336464	0	2020 5 INV A	1.43	C-021820	#A4738 - EAST
	INVOICE:		FULL DESC:	#A4738 - EAST				
	006685 DEX IMAGING	AR4934306	336465	0	2020 5 INV A	.38	C-021820	#M[7313 - BOOKING #
	INVOICE:		FULL DESC:	#M[7313 - BOOKING #2				
						389.48		
	020454 DIRECTFX	M30242	336176	0	2020 5 INV A	50.00	C-021820	JAMES, EDDIE BUSINE
	INVOICE:		FULL DESC:	JAMES, EDDIE BUSINESS CARDS				
ACCOUNT TOTAL						751.52		
211	626900				TRAVEL & TRAINING			
	000137 AMERICAN TARGET CO	113071	336454	0	2020 5 INV A	230.00	C-021820	TARGETS FOR RANGE
	INVOICE: 113071		FULL DESC:	TARGETS FOR RANGE				
	021382 PETTY CASH	12-27-19	336566	0	2020 5 INV A	55.73	C-021820	SPD- PETTY CASH
	INVOICE:		FULL DESC:	SPD- PETTY CASH				
	021382 PETTY CASH	2-10-20	336565	0	2020 5 INV A	155.00	C-021820	SPD-PETTY CASH
	INVOICE:		FULL DESC:	SPD-PETTY CASH				
						210.73		
	027769 FBINAA	2-6-2020	336372	0	2020 5 INV A	350.00	C-021820	FBI SCHOOL SHOOTING
	INVOICE:		FULL DESC:	FBI SCHOOL SHOOTING PREVENTION FORUM-MAR.4-5, 2020				
	027770 GLOBAL POLICE SOLUTI	2-4-2020	336316	0	2020 5 INV A	549.99	C-021820	WILLIAM BOLIEK - LE
	INVOICE:		FULL DESC:	WILLIAM BOLIEK - LEVEL 2 DETECTIVE TRAINING				
	027828 LONG THOMAS	2-6-2020	336631	0	2020 5 INV A	205.00	C-021820	DOTHAN ALABAMA K9 S
	INVOICE:		FULL DESC:	DOTHAN ALABAMA K9 SEMINAR-MEALS (FEB 2-6, 2020)				
ACCOUNT TOTAL						1,545.72		
211	630400				MACHINERY & EQUIPMENT			
	000949 INTEGRATED COMMUNICA	31884	336294	0	2020 5 INV A	1,860.00	C-021820	MONTHLY SERVICE
	INVOICE: 31884		FULL DESC:	MONTHLY SERVICE				

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	020832 EMERGENCY EQUIPMENT	448479	336292	0	2020	5	INV A	1,664.00	C-021820	STREAMLIGHT FLASHLI
	INVOICE: 448479		FULL DESC:	STREAMLIGHT FLASHLIGHTS						
			ACCOUNT TOTAL					3,524.00		
211	661800						CONFISCATED FUNDS-LOCAL			
	004230 THOMSON REUTERS-WEST	841744531	336613	0	2020	5	INV A	392.11	C-021820	CLEAR WEB ANALYTICS
	INVOICE: 841744531		FULL DESC:	CLEAR WEB ANALYTICS						
	029518 TROY INDUSTRIES INC	98124	336448	0	2020	5	INV A	620.34	C-021820	SWAT GAS BLOCK
	INVOICE: 98124		FULL DESC:	SWAT GAS BLOCK						
	029518 TROY INDUSTRIES INC	98948	336562	20000034	2020	5	INV A	6,187.15	C-021820	PATROL RIFLES AND A
	INVOICE: 98948		FULL DESC:	PATROL RIFLES AND ACCESSORIES						
								6,807.49		
			ACCOUNT TOTAL					7,199.60		
			ORG 211				TOTAL	71,873.81		
290							FIRE DEPARTMENT			
290	610400						OFFICE SUPPLIES			
	007823 AMERICAN PAPER & TWI	3533501	336240	0	2020	5	INV A	403.12	C-021820	SUPPLIES FIRE STATI
	INVOICE: 3533501		FULL DESC:	SUPPLIES FIRE STATION #3						
	019739 STAPLES ADVANTAGE	3437808101	336707	0	2020	5	INV A	64.05	C-021820	OFFICE SUPPLIES ADM
	INVOICE: 3437808101		FULL DESC:	OFFICE SUPPLIES ADMIN.						
	019739 STAPLES ADVANTAGE	3437808107	336709	0	2020	5	INV A	36.48	C-021820	OFFICE SUPPLIES ADM
	INVOICE: 3437808107		FULL DESC:	OFFICE SUPPLIES ADMIN						
								100.53		
			ACCOUNT TOTAL					503.65		
290	611000						MATERIALS			
	000471 MEMPHIS DELTA TENT &	41094	336424	0	2020	5	INV A	324.00	C-021820	18OZ RED HOSE BED C
	INVOICE: 41094		FULL DESC:	18OZ RED HOSE BED COVER 6X13'-7"						
	001121 NEWTON TROPHY	105878	336370	0	2020	5	INV A	127.00	C-021820	RETIREMENT PLAQUE F
	INVOICE: 105878		FULL DESC:	RETIREMENT PLAQUE FOR PAINTER						
	005044 LOWE'S HOME CENTERS,	2-15-20	336575	0	2020	5	INV A	1,313.89	C-021820	LOWE'S CREDIT CARD
	INVOICE:		FULL DESC:	LOWE'S CREDIT CARD						
	019739 STAPLES ADVANTAGE	3437808104	336708	0	2020	5	INV A	19.89	C-021820	MONITOR STAND FOR B
	INVOICE: 3437808104		FULL DESC:	MONITOR STAND FOR B. DAVIS						
	020832 EMERGENCY EQUIPMENT	353464	336312	0	2020	5	INV A	36.00	C-021820	NEW BATTERY FOR STR
	INVOICE: 353464		FULL DESC:	NEW BATTERY FOR STREAMLIGHT 205						
	022719 UMB CARD SERVICES	1-1-20	336746	0	2020	5	INV A	371.47	C-021820	UMB CREDIT CARD
	INVOICE:		FULL DESC:	UMB CREDIT CARD						

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YEAR/PERIOD: 2020/1 TO 2020/5		ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL	2,192.25		
290	611300	MAINTENANCE VEHICLES						
000189	HOMER SKELTON FORD	6109023	336721	0	2020 5 INV A	61.40	C-021820	OIL CHANGE/ WIPER B
	INVOICE: 6109023		FULL DESC:	OIL CHANGE/ WIPER BLADS, GREEN CRE VIC FLT#4004				
000223	CROW'S TRUCK SERVICE	R101006241-1	336729	0	2020 5 INV A	2,520.68	C-021820	PM SERVICE ENG. #5
	INVOICE:		FULL DESC:	PM SERVICE ENG. #5 FLT #1004				
000223	CROW'S TRUCK SERVICE	X101028724-1	336712	0	2020 5 INV A	13.28	C-021820	4) GROUND LIGHTS FO
	INVOICE:		FULL DESC:	4) GROUND LIGHTS FOR ENG 4, FLT# 1009				
						2,533.96		
000691	NORTH MISSISSIPPI TI	60423	336723	0	2020 5 INV A	958.00	C-021820	2 NEW TIRES FOR TRU
	INVOICE: 60423		FULL DESC:	2 NEW TIRES FOR TRUCK 1, FLT#2004				
000883	AMERICAN TIRE REPAIR	145280	336185	0	2020 5 INV A	25.00	C-021820	FLAT REPAIR F-150 D
	INVOICE: 145280		FULL DESC:	FLAT REPAIR F-150 DU FLT#4002				
000883	AMERICAN TIRE REPAIR	145513	336697	0	2020 5 INV A	70.00	C-021820	MOUNT/DISMOUNT 2 NE
	INVOICE: 145513		FULL DESC:	MOUNT/DISMOUNT 2 NEW TIRES-TRUCK#1 FLT#2004				
						95.00		
007304	O'REILLYS AUTO PARTS	1257-448600	336258	0	2020 5 INV A	55.96	C-021820	4) 2.5 GAL. BLUE DE
	INVOICE:		FULL DESC:	4) 2.5 GAL. BLUE DEF STATON 1				
007304	O'REILLYS AUTO PARTS	1791-108363	336704	0	2020 5 INV A	21.99	C-021820	1 GALLON / S FLUID
	INVOICE:		FULL DESC:	1 GALLON / S FLUID				
						77.95		
020832	EMERGENCY EQUIPMENT	448418	336190	20000078	2020 5 INV A	8,840.21	C-021820	INSPECTION, SERVICE
	INVOICE: 448418		FULL DESC:	INSPECTION, SERVICE AND REPAIR TO ENGINE 1/FLT1007				
020832	EMERGENCY EQUIPMENT	448568	336175	0	2020 5 INV A	39.28	C-021820	RED/AMB LED LIGHT T
	INVOICE: 448568		FULL DESC:	RED/AMB LED LIGHT TRUCK #3, FLT #2002				
020832	EMERGENCY EQUIPMENT	448722	336440	0	2020 5 INV A	743.14	C-021820	REPAIRS TO ENG #2 F
	INVOICE: 448722		FULL DESC:	REPAIRS TO ENG #2 FLT. #1002				
						9,622.63		
029563	LANDERS FORD SOUTH	295167	336535	0	2020 5 INV A	803.99	C-021820	FLT #5006 REPAIRS O
	INVOICE: 295167		FULL DESC:	FLT #5006 REPAIRS OT CHARGER				
					ACCOUNT TOTAL	14,152.93		
290	612200	MAINTENANCE EQUIPMENT & BUILD						
000128	AMERICAN PETROLEUM	216924	336331	0	2020 5 INV A	253.16	C-021820	REPLACED HOSE @ STA
	INVOICE: 216924		FULL DESC:	REPLACED HOSE @ STATION #1				
000650	G & W DIESEL SERVICE	142750	336330	0	2020 5 INV A	1,682.50	C-021820	2 AIR SAMPLES/2 COM
	INVOICE: 142750		FULL DESC:	2 AIR SAMPLES/2 COMPRESSOR SERVICE				



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YEAR/PERIOD: 2020/1 ACCOUNT/VENDOR	TO 2020/5 DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
030629 AMAZON CAPITAL INVOICE:	1N9QVJX3WD4X 336722	0	2020 5 INV A	55.22 C-021820		#ANKP067K88KPB-FRON
	FULL DESC:	#ANKP067K88KPB-FRONT PILOT TUBE ASSEMBLY				
		ACCOUNT TOTAL		1,990.88		
290 612500 000387 SHAPIRO UNIFORMS INVOICE: 87110	87110 336720	20000081 2020 5 INV A		450.00 C-021820		FIRE ADMINISTRATION
	FULL DESC:	FIRE ADMINISTRATION ANNUAL UNI				
		ACCOUNT TOTAL		450.00		
290 614000 006919 FUELMAN INVOICE:	NP57620610 336241	0	2020 5 INV A	129.81 C-021820		FUEL
	FULL DESC:	FUEL				
006919 FUELMAN INVOICE:	NP57686412 336727	0	2020 5 INV A	54.50 C-021820		FUEL
	FULL DESC:	FUEL				
				184.31		
		ACCOUNT TOTAL		184.31		
290 622100 023066 TRILOGY MEDWASTE SO INVOICE: 358546	358546 336726	0	2020 5 INV A	440.00 C-021820		MED WASTE FOR ALL S
	FULL DESC:	MED WASTE FOR ALL STATIONS				
030534 DATAFACTS INVOICE: 135779	135779 336342	0	2020 5 INV A	13.50 C-021820		PRE-EMPLOYMENT BACK
	FULL DESC:	PRE-EMPLOYMENT BACKGROUND SCREENING				
		ACCOUNT TOTAL		453.50		
290 626500 006685 DEX IMAGING INVOICE:	AR4934164 336423	0	2020 5 INV A	11.55 C-021820		MP8808 - COPY FEES
	FULL DESC:	MP8808 - COPY FEES FOR STATION #3				
029120 YOUNG LEASING CO INVOICE:	INV3519647 336710	0	2020 5 INV A	366.55 C-021820		AAA47533- M-MT2566
	FULL DESC:	AAA47533- M-MT2566 - COPY SERVICE FIRE ADMIN				
		ACCOUNT TOTAL		378.10		
290 626900 000958 MS STATE FIRE ACADEM 27895 INVOICE: 27895	27895 336255	0	2020 5 INV A	370.00 C-021820		FIRE INSPECTOR II B
	FULL DESC:	FIRE INSPECTOR II B.DAVIS				
000958 MS STATE FIRE ACADEM 27900 INVOICE: 27900	27900 336256	0	2020 5 INV A	2,875.50 C-021820		EFO III & IV CARPEN
	FULL DESC:	EFO III & IV CARPENTER, WOODARD & COTTEN				
000958 MS STATE FIRE ACADEM 27900-1 INVOICE:	27900-1 336755	0	2020 5 CRM A	-753.75 C-021820		CREDIT- REVISED RAT
	FULL DESC:	CREDIT- REVISED RATE 2/6/20-ST				
000958 MS STATE FIRE ACADEM 27916 INVOICE: 27916	27916 336254	0	2020 5 INV A	720.00 C-021820		ECO BLEDSOE AND M.
	FULL DESC:	ECO BLEDSOE AND M. YOUNG				
000958 MS STATE FIRE ACADEM 27932 INVOICE: 27932	27932 336425	0	2020 5 INV A	1,800.00 C-021820		FIRE SERVICE INSTRU
	FULL DESC:	FIRE SERVICE INSTRUCTOR C.JOHNSON/LOOMIS/MCCOY				
				5,011.75		



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005044	LOWE'S HOME CENTERS, 2-15-20	336575	0	2020 5 INV A	18.98	C-021820	LOWE'S CREDIT CARD
	INVOICE:	FULL DESC:	LOWE'S CREDIT CARD				
012391	JONES & BARTLETT LEA 4227205	336187	0	2020 5 INV A	91.54	C-021820	NVA: FIRE SERVICE I
	INVOICE: 4227205	FULL DESC:	NVA: FIRE SERVICE INSTRUCTOR 2E MANUAL				
013768	FORD DUSTIN 2-6-2020	336714	0	2020 5 INV A	116.00	C-021820	CLASS AT MSFA - HAL
	INVOICE:	FULL DESC:	CLASS AT MSFA - HALE PUMP				
025684	DEVORE, THOMAS 2-6-2020	336716	0	2020 5 INV A	116.00	C-021820	HALE PUMP - MSFA (F
	INVOICE:	FULL DESC:	HALE PUMP - MSFA (FEB. 3-6, 2020)				
031258	SHEFFIELD JAMES K 2-6-20	336706	0	2020 5 INV A	290.00	C-021820	HAZARDOUS MATERIALS
	INVOICE:	FULL DESC:	HAZARDOUS MATERIALS TECH. CLASS- MS STATE FIRE ACA				
ACCOUNT TOTAL					5,644.27		
290	630400	MACHINERY & EQUIPMENT					
000021	A-1 FIRE PROTECTION 55967	336311	0	2020 5 INV A	60.00	C-021820	RECHARGE, REFILL HY
	INVOICE: 55967	FULL DESC:	RECHARGE, REFILL HYDRO TEST				
000701	SUNBELT FIRE INC 321085	336572	20000072	2020 5 INV A	5,341.90	C-021820	GLD13N1-J COAT, GXC
	INVOICE: 321085	FULL DESC:	GLD13N1-J COAT, GXCEL NONEX NA				
000701	SUNBELT FIRE INC 321085X1	336571	20000072	2020 5 INV A	858.00	C-021820	2 PAIR OF LEATHER S
	INVOICE:	FULL DESC:	2 PAIR OF LEATHER SUPRALITE BOOTS/MCCALEB & MORSE				
					6,199.90		
ACCOUNT TOTAL					6,259.90		
ORG 290 TOTAL					32,209.79		
297	610701	EMS					
000582	BOUND TREE MEDICAL 83482674	336435	0	2020 5 INV A	146.34	C-021820	MEDICAL SUPPLIES
	INVOICE: 83482674	FULL DESC:	MEDICAL SUPPLIES				
015430	ZOLL MEDICAL CORPORA 3006519	336257	0	2020 5 INV A	1,068.75	C-021820	MEDICAL SUPPLIES
	INVOICE: 3006519	FULL DESC:	MEDICAL SUPPLIES				
016050	HENRY SCHEIN INC 73019112	336172	0	2020 5 INV A	12.54	C-021820	MEDICAL SUPPLIES BL
	INVOICE: 73019112	FULL DESC:	MEDICAL SUPPLIES BLOOD PRESSURE UNIT ADULT				
016050	HENRY SCHEIN INC 73102376	336188	0	2020 5 INV A	3,386.06	C-021820	MEDICAL SUPPLIES
	INVOICE: 73102376	FULL DESC:	MEDICAL SUPPLIES				
016050	HENRY SCHEIN INC 73103389	336171	0	2020 5 INV A	158.88	C-021820	MEDICAL SUPPLIES
	INVOICE: 73103389	FULL DESC:	MEDICAL SUPPLIES				
016050	HENRY SCHEIN INC 73188435	336299	0	2020 5 INV A	95.00	C-021820	MEDICAL SUPPLIES
	INVOICE: 73188435	FULL DESC:	MEDICAL SUPPLIES				
016050	HENRY SCHEIN INC 73188442	336300	0	2020 5 INV A	380.00	C-021820	MEDICAL SUPPLIES
	INVOICE: 73188442	FULL DESC:	MEDICAL SUPPLIES				
016050	HENRY SCHEIN INC 73231431	336301	0	2020 5 INV A	80.36	C-021820	MEDICAL SUPPLIES

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INVOICE: 73231431			FULL DESC: MEDICAL SUPPLIES				
016050 HENRY SCHEIN INC	73286783	336302	0	2020 5 INV A	300.00	C-021820	MEDICAL SUPPLIES
INVOICE: 73286783			FULL DESC: MEDICAL SUPPLIES				
016050 HENRY SCHEIN INC	73512944	336719	0	2020 5 INV A	1,813.71	C-021820	MEDICAL SUPPLIES
INVOICE: 73512944			FULL DESC: MEDICAL SUPPLIES				
016050 HENRY SCHEIN INC	73513014	336695	0	2020 5 INV A	146.80	C-021820	MEDICAL SUPPLIES
INVOICE: 73513014			FULL DESC: MEDICAL SUPPLIES				
					6,373.35		
027445 LINDE GAS NORTH AMER	60157154	336263	0	2020 5 INV A	38.05	C-021820	MEDICAL SUPPLIES -
INVOICE: 60157154			FULL DESC: MEDICAL SUPPLIES - OXYGEN				
027445 LINDE GAS NORTH AMER	60160282	336264	0	2020 5 INV A	112.02	C-021820	MEDICAL SUPPLIES- O
INVOICE: 60160282			FULL DESC: MEDICAL SUPPLIES- OXYGEN				
027445 LINDE GAS NORTH AMER	60162784	336265	0	2020 5 INV A	31.92	C-021820	MEDICAL SUPPLIES- O
INVOICE: 60162784			FULL DESC: MEDICAL SUPPLIES- OXYGEN				
					181.99		
			ACCOUNT TOTAL		7,770.43		
297 611300			MOTOR VEH REPAIRS/MAINT				
000189 HOMER SKELTON FORD	6108325	336170	0	2020 5 INV A	142.99	C-021820	OIL/FILTER CHANGE-R
INVOICE: 6108325			FULL DESC: OIL/FILTER CHANGE-REPLACE BULB-UNIT 4, FLT#7006				
000189 HOMER SKELTON FORD	6108344	336474	20000080	2020 5 INV A	6,991.55	C-021820	REPAIRS TO UNIT 3,
INVOICE: 6108344			FULL DESC: REPAIRS TO UNIT 3, FLT #7008				
					7,134.54		
			ACCOUNT TOTAL		7,134.54		
297 620901			BILLING SERVICES				
018772 MEDICAL ACCOUNTS REC	95710-IN	336534	0	2020 5 INV A	6,896.87	C-021820	MEDICAL BILLING FOR
INVOICE:			FULL DESC: MEDICAL BILLING FOR JANUARY 2020				
019311 CREDIT BUREAU SYSTEM	307400000274	336725	0	2020 5 INV A	1,195.60	C-021820	EMS COLLECTION FEES
INVOICE: 307400000274			FULL DESC: EMS COLLECTION FEES FOR JANUARY 2020				
			ACCOUNT TOTAL		8,092.47		
297 626900			TRAVEL & TRAINING				
001153 NORTHWEST MS COMMUNI	950165	336253	0	2020 5 INV A	1,475.00	C-021820	TUITION FOR EMT SCH
INVOICE: 950165			FULL DESC: TUITION FOR EMT SCHOOL/ TOMLINSON				
001153 NORTHWEST MS COMMUNI	950166	336252	0	2020 5 INV A	1,475.00	C-021820	TUITION FOR EMT SCH
INVOICE: 950166			FULL DESC: TUITION FOR EMT SCHOOL/ MORSE				
001153 NORTHWEST MS COMMUNI	950167	336251	0	2020 5 INV A	1,475.00	C-021820	TUITION FOR EMT SCH
INVOICE: 950167			FULL DESC: TUITION FOR EMT SCHOOL/ MCCAILEB				
001153 NORTHWEST MS COMMUNI	950168	336250	0	2020 5 INV A	1,475.00	C-021820	TUITION FOR EMT SCH
INVOICE: 950168			FULL DESC: TUITION FOR EMT SCHOOL/SCHAEFER				
					5,900.00		

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002084 WEATHERFORD RICHARD INVOICE:	1-29-20	336463 FULL DESC:	0 RENEWAL OF NREMT/MS PARAMEDIC LIC. /WEATHERFORD	65.00 C-021820		RENEWAL OF NREMT/MS
012746 SMITH KEVIN INVOICE: 1292020	1292020	336537 FULL DESC:	0 RENEWAL OF NREMT & PARAMEDIC LICENSE/K. SMITH	65.00 C-021820		RENEWAL OF NREMT &
014380 WATKINS MARK INVOICE:	1-29-2020	336538 FULL DESC:	0 RENEWAL OF EMS DRIVERS LICENSE/M. WATKINS	63.23 C-021820		RENEWAL OF EMS DRIV
019332 WILSON COLIN INVOICE:	1-5-20	336564 FULL DESC:	0 RENEWAL OF NREMT & STATE EMT LICENSES-WILSON	60.00 C-021820		RENEWAL OF NREMT &
024504 EYCHISON COLIN INVOICE: 272020	272020	336732 FULL DESC:	0 RENEWAL EMS DRIVER'S LICENSE/C. EYCHISON	57.00 C-021820		RENEWAL EMS DRIVER'
025684 DEVORE, THOMAS INVOICE: 1282020	1282020	336189 FULL DESC:	0 RENEWAL OF NREMT & EMT LICENSES/T. DEVORE	60.00 C-021820		RENEWAL OF NREMT &
027868 CAMPBELL JORDAN INVOICE: 252020	252020	336536 FULL DESC:	0 RENEWAL OF NREMT LICENSE/JORDAN CAMPBELL	20.00 C-021820		RENEWAL OF NREMT LI
ACCOUNT TOTAL				6,290.23		
297 630400			MACHINERY AND EQUIPMENT			
000949 INTEGRATED COMMUNICA INVOICE: 21291	21291	336713 FULL DESC:	0 MICS (1) FOR UNIT 1 (2) FOR UNIT 3	865.00 C-021820		MICS (1) FOR UNIT 1
016050 HENRY SCHEIN INC INVOICE: 73281243	73281243	336310 FULL DESC:	0 DUAL LUMEN NIBP 10 FT HOSE (2)	223.90 C-021820		DUAL LUMEN NIBP 10
ACCOUNT TOTAL				1,088.90		
ORG 297 TOTAL				30,376.57		
311			PUBLIC WORKS DEPARTMENT			
311 610400			OFFICE SUPPLIES			
021382 PETTY CASH INVOICE:	2-10-2020	336533 FULL DESC:	0 CLERK'S OFFICE PETTY CASH REIMB.	8.55 C-021820		CLERK'S OFFICE PETT
ACCOUNT TOTAL				8.55		
311 611000			MATERIALS			
000440 SUNRISE BUILDERS SUP INVOICE:	2002-571192	336528 FULL DESC:	0 CD SYP PLYWOOD, MARATHON SAW BLADE (MAT.)	94.88 C-021820		CD SYP PLYWOOD, MAR
000457 GRAINGER INVOICE: 9427150496	9427150496	336524 FULL DESC:	0 PUSH MAG SWEEPER-MAT./EQUIP.	120.52 C-021820		PUSH MAG SWEEPER-MA
000759 LEHMAN ROBERTS CO INVOICE: 65051	65051	336420 FULL DESC:	0 MATERIAL: COLD MIX #4021778	2,289.00 C-021820		MATERIAL: COLD MIX
001130 G & C SUPPLY CO	6765740	336315	0 2020 5 INV A	1,161.70 C-021820		STREET SIGNS



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INVOICE: 6765740		FULL DESC: STREET SIGNS				
004246 HARBOR FREIGHT TOOLS 908766	336412	0	2020 5 INV A	19.98 C-021820		ELECTRICIAN'S SCREW
INVOICE: 908766	FULL DESC:	ELECTRICIAN'S SCREWDRIVERS 7PC (2) MAT.				
004246 HARBOR FREIGHT TOOLS 909325	336525	0	2020 5 INV A	69.99 C-021820		4-IN-1 JUMP STARTER
INVOICE: 909325	FULL DESC:	4-IN-1 JUMP STARTER (MAT.)				
				89.97		
005044 LOWE'S HOME CENTERS, 2-15-20	336575	0	2020 5 INV A	915.53 C-021820		LOWE'S CREDIT CARD
INVOICE:	FULL DESC:	LOWE'S CREDIT CARD				
007304 O'REILLYS AUTO PARTS 1257-443475	336375	0	2020 5 INV A	145.72 C-021820		MAT. FOR SHOP
INVOICE:	FULL DESC:	MAT. FOR SHOP				
028212 UNITED REFRIGERATION 72196962	336610	0	2020 5 INV A	66.60 C-021820		MOTOR START CAPACIT
INVOICE: 72196962	FULL DESC:	MOTOR START CAPACITOR (MAT.)				
		ACCOUNT TOTAL		4,883.92		
311 611300		MAINTENANCE VEHICLES				
000070 AERIAL TRUCK EQUIP C 28589	336288	0	2020 5 INV A	275.00 C-021820		MISC PART (MAT. FOR
INVOICE: 28589	FULL DESC:	MISC PART (MAT. FOR SHOP)				
000070 AERIAL TRUCK EQUIP C 29199	336287	0	2020 5 INV A	916.99 C-021820		L SHAPE FUEL/TH-FR1
INVOICE: 29199	FULL DESC:	L SHAPE FUEL/TH-FR1210G 15 GPM PUMP-MAT. FOR SHOP				
000070 AERIAL TRUCK EQUIP C 29254	336289	0	2020 5 INV A	916.99 C-021820		L SHAPE FUEL TANK 7
INVOICE: 29254	FULL DESC:	L SHAPE FUEL TANK 75 GALLON/15 GPM PUMP				
				2,108.98		
000265 MYERS TIRE SUPPLY DI 55001739	336526	0	2020 5 INV A	425.12 C-021820		EXTENSION, SOCKET S
INVOICE: 55001739	FULL DESC:	EXTENSION, SOCKET SET FLIP SOCKET/MAT FOR SHOP				
000331 SCRUGGS EQUIPMENT CO 35264	336779	0	2020 5 INV A	90.00 C-021820		TARP SWITCH (MAT. F
INVOICE: 35264	FULL DESC:	TARP SWITCH (MAT. FOR SHOP)				
000370 REBEL EQUIPMENT & SU 195117	336422	0	2020 5 INV A	87.00 C-021820		14IN STIHL METAL CU
INVOICE: 195117	FULL DESC:	14IN STIHL METAL CUTTING ABRASIVE BLADES (MAT.)				
000440 SUNRISE BUILDERS SUP 2002-570726	336447	0	2020 5 INV A	52.99 C-021820		MAT.FOR SHOP-4X8 CD
INVOICE:	FULL DESC:	MAT.FOR SHOP-4X8 CD SYP PLYWOOD-2X4-8 #2 & BTR SPF				
000457 GRAINGER	9424426485 336286	0	2020 5 INV A	77.82 C-021820		HOODED COVERALL, EL
INVOICE: 9424426485	FULL DESC:	HOODED COVERALL, ELASTIC (MAT./EQUIP FOR SHOP)				
000457 GRAINGER	9429979850 336523	0	2020 5 INV A	129.65 C-021820		SOLAR LIGHT/MAT. -
INVOICE: 9429979850	FULL DESC:	SOLAR LIGHT/MAT. - EQUIPMENT FOR SHOP				
				207.47		
000883 AMERICAN TIRE REPAIR 144183	336605	0	2020 5 INV A	633.98 C-021820		MAT. FOR SHOP
INVOICE: 144183	FULL DESC:	MAT. FOR SHOP				
000883 AMERICAN TIRE REPAIR 145468	336193	0	2020 5 INV A	40.00 C-021820		FLAT TIRE REPAIR (M



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INVOICE: 145468						
FULL DESC: FLAT TIRE REPAIR (MAT. FOR SHOP)						
					673.98	
000997 TRUCK PRO	1-0849981	336780	0 2020 5 INV A	232.74	C-021820	LUBE FLTR, AIR FLTE
INVOICE:		FULL DESC:	LUBE FLTR, AIR FLTR, PUSH PULL VALVE-MAT. FOR SHO			
000997 TRUCK PRO	1-0850039	336413	0 2020 5 INV A	5.79	C-021820	BRASS FTG - MAT. FO
INVOICE:		FULL DESC:	BRASS FTG - MAT. FOR SHOP			
000997 TRUCK PRO	1-0850332	336414	0 2020 5 INV A	84.87	C-021820	BRASS FTG - 24X24 B
INVOICE:		FULL DESC:	BRASS FTG - 24X24 BLK RUB / MAT. FOR SHOP			
					323.40	
001150 NAPA GENUINE PARTS C	3465-772646	336496	0 2020 5 INV A	36.67	C-021820	THREADLOCKER GEL ST
INVOICE:		FULL DESC:	THREADLOCKER GEL STIC - MAT. FOR SHOP			
002352 DEPARTMENT OF REVENUE	1-22-2020	336472	0 2020 5 INV A	12.00	C-021820	TAG & MAIL FEE 1997
INVOICE:		FULL DESC:	TAG & MAIL FEE 1997 FORD F 250-KC94339 REPLACE TAG			
006706 LANDERS DODGE	117710	336773	0 2020 5 INV A	20.00	C-021820	SHOP CHARGE FOR REP
INVOICE: 117710		FULL DESC:	SHOP CHARGE FOR REPAIR ORDER (MAT. FOR SHOP)			
007304 O'REILLYS AUTO PARTS	1257-435327	336378	0 2020 5 INV A	80.01	C-021820	MAT. FOR SHOP
INVOICE:		FULL DESC:	MAT. FOR SHOP			
007304 O'REILLYS AUTO PARTS	1257-435348	336377	0 2020 5 CRM A	-40.02	C-021820	CREDIT- MAT. FOR SH
INVOICE:		FULL DESC:	CREDIT- MAT. FOR SHOP			
007304 O'REILLYS AUTO PARTS	1257-448234	336391	0 2020 5 INV A	37.99	C-021820	DETECTOR - MAT. FOR
INVOICE:		FULL DESC:	DETECTOR - MAT. FOR SHOP			
007304 O'REILLYS AUTO PARTS	1257-448513	336211	0 2020 5 INV A	656.87	C-021820	CORE CHARGE-BATTERY
INVOICE:		FULL DESC:	CORE CHARGE-BATTERY-TIRESHIN-SPRAY WAX			
007304 O'REILLYS AUTO PARTS	1257-448683	336776	0 2020 5 INV A	18.41	C-021820	DRAIN PLUG/TOP TERM
INVOICE:		FULL DESC:	DRAIN PLUG/TOP TERMINAL (MAT. FOR SHOP)			
007304 O'REILLYS AUTO PARTS	1257-448684	336451	0 2020 5 INV A	118.69	C-021820	FUEL FILTER-OIL FIL
INVOICE:		FULL DESC:	FUEL FILTER-OIL FILTER-AIR FILTER (MAT. FOR SHOP)			
007304 O'REILLYS AUTO PARTS	1257-448737	336450	0 2020 5 INV A	7.63	C-021820	WIX - COOLANT FILTE
INVOICE:		FULL DESC:	WIX - COOLANT FILTER (MAT. FOR SHOP)			
007304 O'REILLYS AUTO PARTS	1257-449575	336527	0 2020 5 INV A	89.44	C-021820	CAPSULE (MAT. FOR S
INVOICE:		FULL DESC:	CAPSULE (MAT. FOR SHOP)			
007304 O'REILLYS AUTO PARTS	1257-449627	336775	0 2020 5 INV A	62.98	C-021820	LOCK, COUPLER LOCK
INVOICE:		FULL DESC:	LOCK, COUPLER LOCK (MAT. FOR SHOP)			
007304 O'REILLYS AUTO PARTS	1257-449636	336774	0 2020 5 INV A	600.00	C-021820	CLIMATE MOD (MAT. F
INVOICE:		FULL DESC:	CLIMATE MOD (MAT. FOR SHOP)			
007304 O'REILLYS AUTO PARTS	1257-450091	336777	0 2020 5 INV A	70.45	C-021820	TERMINAL/BUTT SPLIC
INVOICE:		FULL DESC:	TERMINAL/BUTT SPLICE/CUTTR-CRIMPR-MAT. FOR SHOP			
					1,702.45	
010865 RELIABLE EQUIPMENT	201720	336396	0 2020 5 INV A	65.00	C-021820	MAT. FOR SHOP
INVOICE: 201720		FULL DESC:	MAT. FOR SHOP			
017201 BEST-WADE PETROLEUM	2179040	336205	0 2020 5 INV A	88.42	C-021820	OPEN HEAD DRUMS W/L
INVOICE: 2179040		FULL DESC:	OPEN HEAD DRUMS W/LIDS (MAT. FOR SHOP)			

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	017952 HOTSY OF MEMPHIS INVOICE: 16410	16410	336772 0 FULL DESC: 55 GALLONS OF BREAKTHROUGH (MAT. FOR SHOP)	2020 5 INV A	1,500.00	C-021820	55 GALLONS OF BREAK
	028718 TIREHUB LLC INVOICE: 12460041	12460041	336781 0 FULL DESC: GY WRL FORTITUDE HT OWL - MAT. FOR SHOP	2020 5 INV A	634.36	C-021820	GY WRL FORTITUDE HT
			ACCOUNT TOTAL		8,027.84		
311	612500			UNIFORMS			
	000983 UNIFIRST CORP INVOICE:	222-0112376	336541 0 FULL DESC: UNIFORMS	2020 5 INV A	145.90	C-021820	UNIFORMS
	000983 UNIFIRST CORP INVOICE:	222-0114179	336531 0 FULL DESC: UNIFORMS	2020 5 INV A	148.90	C-021820	UNIFORMS
					294.80		
			ACCOUNT TOTAL		294.80		
311	622100			PROFESSIONAL SERVICES			
	014714 INTEGRATED WIRELES INVOICE: 21887	21887	336290 0 FULL DESC: RADIO SERVICES (JAN. 2020)	2020 5 INV A	556.40	C-021820	RADIO SERVICES (JAN
	030534 DATAFACTS INVOICE: 135779	135779	336342 0 FULL DESC: PRE-EMPLOYMENT BACKGROUND SCREENING	2020 5 INV A	13.50	C-021820	PRE-EMPLOYMENT BACK
			ACCOUNT TOTAL		569.90		
			ORG 311	TOTAL	13,785.01		
315				CITY TRAFFIC AND STREETS LIGHT			
315	612200			MAINTENANCE EQUIPMENT & BUILD			
	000497 DESOTO COUNTY ELECTR 5649 INVOICE: 5649		336198 0 FULL DESC: SIGNAL REPAIR (AIRWAYS & STATELINE LOCATIONS)	2020 5 INV A	194.82	C-021820	SIGNAL REPAIR (AIRW
	000497 DESOTO COUNTY ELECTR 5653 INVOICE: 5653		336200 0 FULL DESC: SIGNAL REPAIR @ NAIL & GETWELL LOCATIONS	2020 5 INV A	120.18	C-021820	SIGNAL REPAIR @ NAI
	000497 DESOTO COUNTY ELECTR 5654 INVOICE: 5654		336199 0 FULL DESC: SIGNAL REPAIR @ CHURCH & GETWELL LOCATIONS	2020 5 INV A	82.68	C-021820	SIGNAL REPAIR @ CHU
	000497 DESOTO COUNTY ELECTR 5655 INVOICE: 5655		336201 0 FULL DESC: SIGNAL DEVICE RELOCATION-FROM RASCO TO SWINNEA	2020 5 INV A	2,750.00	C-021820	SIGNAL DEVICE RELOC
					3,147.68		
			ACCOUNT TOTAL		3,147.68		
			ORG 315	TOTAL	3,147.68		
411				PARKS DEPARTMENT			
411	610400			OFFICE SUPPLIES			
	006685 DEX IMAGING INVOICE:	AR4907890	336183 0 FULL DESC: #A4954-MDS/TOURNAMENT OFFICE COPIER	2020 5 INV A	.01	C-021820	#A4954-MDS/TOURNAME
	006685 DEX IMAGING	AR4933789	336501 0	2020 5 INV A	20.76	C-021820	#MP8956 - COPY CONT

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INVOICE:	006685 DEX IMAGING	AR4933823	FULL DESC: 336500	#MP8956 - COPY CONTRACT - PARKS 0 2020 5 INV A	3.55	C-021820	#A2615 - COPY CONTR
INVOICE:			FULL DESC: 336500	#A2615 - COPY CONTRACT - GOLF			
					24.32		
			ACCOUNT TOTAL		24.32		
411 611300				MAINTENANCE VEHICLES			
000070 AERIAL TRUCK EQUIP C 29703		336504	0 2020 5 INV A	834.20	C-021820		TOOL BOX
INVOICE: 29703		FULL DESC:	TOOL BOX				
000611 SIGNS & STUFF 98738		336373	0 2020 5 INV A	125.00	C-021820		TRUCK DECALS
INVOICE: 98738		FULL DESC:	TRUCK DECALS				
002352 DEPARTMENT OF REVENUE 2-7-2020		336473	0 2020 5 INV A	12.00	C-021820		TAG & MAIL FEE 2019
INVOICE:		FULL DESC:	TAG & MAIL FEE 2019 FORD F250 (PARKS) -G65440				
			ACCOUNT TOTAL	971.20			
411 612200				MAINTENANCE EQUIPMENT & BUILD			
000308 MAINTENANCE SUPPLY 219103		336262	0 2020 5 INV A	31.96	C-021820		SOCKET SET, SEALANT
INVOICE: 219103		FULL DESC:	SOCKET SET, SEALANT				
000308 MAINTENANCE SUPPLY. 219111		336261	0 2020 5 INV A	189.75	C-021820		ZIP TIES
INVOICE: 219111		FULL DESC:	ZIP TIES				
000308 MAINTENANCE SUPPLY 219376		336788	0 2020 5 INV A	1,037.40	C-021820		ZIP TIES
INVOICE: 219376		FULL DESC:	ZIP TIES				
				1,259.11			
000334 ULINE INC 116556494		336371	0 2020 5 INV A	1,672.00	C-021820		TRASH CANS/ASHING T
INVOICE: 116556494		FULL DESC:	TRASH CANS/ASHING TOP				
000343 NATIONAL BUSINESS FU CV983994-TDQ 336259		0 2020 5 INV A	3,245.50	C-021820			RECEPTION DECKS0 PA
INVOICE:		FULL DESC:	RECEPTION DECKS0 PARKS UPSTAIRS				
000343 NATIONAL BUSINESS FU CV986361-TDQ 336502		0 2020 5 INV A	423.00	C-021820			RECEPTION DESK
INVOICE:		FULL DESC:	RECEPTION DESK				
				3,668.50			
001099 NORTH MS PEST CONTRO 132-01063626 336547		0 2020 5 INV A	180.00	C-021820			TENNIS PRO SHOP PES
INVOICE:		FULL DESC:	TENNIS PRO SHOP PEST CONTROL				
001099 NORTH MS PEST CONTRO 132-01063627 336548		0 2020 5 INV A	180.00	C-021820			PEST CONTROL - GOLF
INVOICE:		FULL DESC:	PEST CONTROL - GOLF PRO SHOP				
001099 NORTH MS PEST CONTRO 132-01064663 336498		0 2020 5 INV A	145.00	C-021820			PEST CONTROL - SHOP
INVOICE:		FULL DESC:	PEST CONTROL - SHOP				
001099 NORTH MS PEST CONTRO 132-01064665 336546		0 2020 5 INV A	145.00	C-021820			PEST CONTROL - SNOW
INVOICE:		FULL DESC:	PEST CONTROL - SNOWDEN HOUSE				
				650.00			
001135 SAFETY-KLEEN SYSTEMS 82144499		336792	0 2020 5 INV A	147.29	C-021820		PARTS CLEANER

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INVOICE: 82144499			FULL DESC: PARTS CLEANER				
001150 NAPA GENUINE PARTS C 272331			336551 0 2020 5 INV A	12.49	C-021820		BATTERY BOX
INVOICE: 272331			FULL DESC: BATTERY BOX				
001150 NAPA GENUINE PARTS C 272364			336550 0 2020 5 INV A	93.08	C-021820		BATTERY CABLE, BATT
INVOICE: 272364			FULL DESC: BATTERY CABLE, BATTERY ENDS & DEF				
001150 NAPA GENUINE PARTS C 272741			336549 0 2020 5 INV A	135.79	C-021820		TRACTOR BATTERY
INVOICE: 272741			FULL DESC: TRACTOR BATTERY				
001150 NAPA GENUINE PARTS C 273386			336794 0 2020 5 INV A	17.98	C-021820		UTILITY KNIFE BLADE
INVOICE: 273386			FULL DESC: UTILITY KNIFE BLADES				
001150 NAPA GENUINE PARTS C 273526			336793 0 2020 5 INV A	9.98	C-021820		GLASS WIPES
INVOICE: 273526			FULL DESC: GLASS WIPES				
				269.32			
002951 STATELINE TURF & TRA 252541			336383 0 2020 5 INV A	62.20	C-021820		BELT
INVOICE: 252541			FULL DESC: BELT				
002951 STATELINE TURF & TRA 252989			336385 0 2020 5 INV A	111.72	C-021820		PULLEY AND SPACER F
INVOICE: 252989			FULL DESC: PULLEY AND SPACER FOR EX MARKS				
				173.92			
005044 LOWE'S HOME CENTERS, 2-15-20			336575 0 2020 5 INV A	1,632.33	C-021820		LOWE'S CREDIT CARD
INVOICE:			FULL DESC: LOWE'S CREDIT CARD				
015391 MID-SOUTH AG EQUIPME 23586			336381 0 2020 5 INV A	179.27	C-021820		IGNITION SWITCH, SE
INVOICE: 23586			FULL DESC: IGNITION SWITCH, SEAL KITS				
027758 THE FLYING LOCKSMITH 56-1197252			336491 0 2020 5 INV A	168.00	C-021820		REPAIR @ TENNIS PRO
INVOICE:			FULL DESC: REPAIR @ TENNIS PRO SHOP				
030375 BINSWANGER GLASS I015064208			336332 0 2020 5 INV A	486.00	C-021820		DOOR REPAIR - ARENA
INVOICE:			FULL DESC: DOOR REPAIR - ARENA				
			ACCOUNT TOTAL	10,305.74			
411 612201			PARK MAINTENANCE				
000294 SAFETY-QUIP A-444771			336374 0 2020 5 INV A	130.00	C-021820		PORTA POTTY- GOLF
INVOICE:			FULL DESC: PORTA POTTY- GOLF				
000294 SAFETY-QUIP A-444779			336376 0 2020 5 INV A	285.00	C-021820		PORTA POTTY - CENTR
INVOICE:			FULL DESC: PORTA POTTY - CENTRAL PARKS				
				415.00			
000687 SOUTHERN PIPE & SUPP 3237966			336728 0 2020 5 INV A	494.16	C-021820		SNOWDEN - REPAIR KI
INVOICE: 3237966			FULL DESC: SNOWDEN - REPAIR KIT				
000687 SOUTHERN PIPE & SUPP 3575199			336703 0 2020 5 INV A	20.90	C-021820		CHERRY VALLEY SUPPL
INVOICE: 3575199			FULL DESC: CHERRY VALLEY SUPPLIES				
				515.06			
001056 BWI MEMPHIS 15622044			336791 0 2020 5 INV A	268.58	C-021820		FOAM CONCENTRATE

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INVOICE: 15622044		FULL DESC: FOAM CONCENTRATE				
005044 LOWE'S HOME CENTERS, 2-15-20 INVOICE:		336575 0	2020 5 INV A	277.80 C-021820		LOWE'S CREDIT CARD
		FULL DESC: LOWE'S CREDIT CARD				
007823 AMERICAN PAPER & TWI 3544147 INVOICE: 3544147		336795 0	2020 5 INV A	749.66 C-021820		JANITORIAL SUPPLIES
		FULL DESC: JANITORIAL SUPPLIES				
024495 SYDNEY SOLUTIONS INC 3327 INVOICE: 3327		336576 0	2020 5 INV A	239.00 C-021820		SPRAY SOFTWARE
		FULL DESC: SPRAY SOFTWARE				
		ACCOUNT TOTAL		2,465.10		
411 612500			UNIFORMS			
013377 CINTAS	4041281587	336186 0	2020 5 INV A	383.07 C-021820		PARKS UNIFORMS
INVOICE: 4041281587		FULL DESC: PARKS UNIFORMS				
013377 CINTAS	4041951330	336517 0	2020 5 INV A	369.24 C-021820		PARKS UNIFORMS
INVOICE: 4041951330		FULL DESC: PARKS UNIFORMS				
				752.31		
		ACCOUNT TOTAL		752.31		
411 613100			BALL EQUIPMENT			
021472 ATHLETIC HOUSE @ SNO 12420 INVOICE: 12420		336182 0	2020 5 INV A	1,580.90 C-021820		TEES/BALLS
		FULL DESC: TEES/BALLS				
026597 ACTIVE SPORTS 2-3-2020 INVOICE:		336335 0	2020 5 INV A	499.09 C-021820		TENNIS NETS, ROLLER
		FULL DESC: TENNIS NETS, ROLLERS & STRAPS-FROM INV#0124551				
		ACCOUNT TOTAL		2,079.99		
411 613400			COMMUNITY EVENTS			
030074 REINDERS 2019304 INVOICE: 2019304		336260 0	2020 5 INV A	2,640.67 C-021820		SOUTHERN LIGHTS SUP
		FULL DESC: SOUTHERN LIGHTS SUPPLIES				
031359 FAITH BASED INFLATAB 4112020 INVOICE: 4112020		336789 0	2020 5 INV A	250.00 C-021820		INFLATABLES - EASTE
		FULL DESC: INFLATABLES - EASTER EGG HUNT				
		ACCOUNT TOTAL		2,890.67		
411 626000			UTILITIES			
009669 GIBSON PROPANE 3102113835 INVOICE: 3102113835		336244 0	2020 5 INV A	889.92 C-021820		PROPANE - SNOWDEN H
		FULL DESC: PROPANE - SNOWDEN HOUSE				
		ACCOUNT TOTAL		889.92		
411 627901			UMPIRES			
002574 CARSON MICHAEL A 2-10-2020 INVOICE:		336756 0	2020 5 INV A	420.00 C-021820		INDOOR SOCCER UMPIR
		FULL DESC: INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20				
015810 MEARS MICHAEL 2-10-2020		336760 0	2020 5 INV A	240.00 C-021820		INDOOR SOCCER UMPIR

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INVOICE:											
FULL DESC:			INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20								
018253	CHAN DAVID	2-10-2020	336758	0	2020	5	INV	A	90.00	C-021820	INDOOR SOCCER UMPIR
INVOICE:											
FULL DESC:			INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20								
018255	PHILLIPS ERIC	2-10-2020	336764	0	2020	5	INV	A	90.00	C-021820	INDOOR SOCCER UMPIR
INVOICE:											
FULL DESC:			INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20								
019562	CASTELLANO CARLOS	2-10-2020	336757	0	2020	5	INV	A	180.00	C-021820	INDOOR SOCCER UMPIR
INVOICE:											
FULL DESC:			INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20								
024344	NUNEZ VALENTE	2-10-2020	336763	0	2020	5	INV	A	120.00	C-021820	INDOOR SOCCER UMPIR
INVOICE:											
FULL DESC:			INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20								
029358	LEWIS GERED	2-10-2020	336759	0	2020	5	INV	A	120.00	C-021820	INDOOR SOCCER UMPIR
INVOICE:											
FULL DESC:			INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20								
031115	MYSIEWICZ MICHAEL	2-10-2020	336762	0	2020	5	INV	A	480.00	C-021820	INDOOR SOCCER UMPIR
INVOICE:											
FULL DESC:			INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20								
031116	MEYER BENJAMIN	2-10-2020	336761	0	2020	5	INV	A	450.00	C-021820	INDOOR SOCCER UMPIR
INVOICE:											
FULL DESC:			INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20								
031322	VASQUEZ GEORGE	2-10-2020	336765	0	2020	5	INV	A	180.00	C-021820	INDOOR SOCCER UMPIR
INVOICE:											
FULL DESC:			INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20								
ACCOUNT TOTAL									2,370.00		
411	630600	VEHICLES									
000669	CAMPER CITY USA INC	656085	336333	0	2020	5	INV	A	425.00	C-021820	SPRAY IN BED LINER
INVOICE: 656085											
FULL DESC:			SPRAY IN BED LINER								
000879	KIRK AUTO COMPANY	1-28-2020	336191	20000075	2020	5	INV	A	32,856.12	C-021820	2019 FORD F250 VIN#
INVOICE:											
FULL DESC:			2019 FORD F250 VIN#1FT7W2B68KEG65440								
ACCOUNT TOTAL									33,281.12		
411	640500	NEIGHBORHOOD PARK RENOVATION									
000611	SIGNS & STUFF	98667	336503	0	2020	5	INV	A	1,010.00	C-021820	NEIGHBORHOOD PARK S
INVOICE: 98667											
FULL DESC:			NEIGHBORHOOD PARK SIGNS								
017307	LSI	1997011	336346	0	2020	5	INV	A	1,000.00	C-021820	PARK HOUR SIGNS/SCO
INVOICE: 1997011											
FULL DESC:			PARK HOUR SIGNS/SCORBOARD SPONSORSHIP SIGNS								
ACCOUNT TOTAL									2,010.00		
ORG 411 TOTAL									58,040.37		
412	PARK TOURNAMENTS										
412	612400	RESELL / CONCESSION EXPENSE									
003538	SYSCO CORPORATION	214535747	336569	0	2020	5	INV	A	2,868.67	C-021820	FOOD - RESALE
INVOICE: 214535747											
FULL DESC:			FOOD - RESALE								

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005075 CHICK-FIL-A INVOICE:	716-013120	336499	0 2020 5 INV A	400.00	C-021820	CONCESSIONS - RESAL
		FULL DESC:	CONCESSIONS - RESALE			
022806 PEPSI BEVERAGES COMP INVOICE: 16346358	16346358	336545	0 2020 5 INV A	7,921.30	C-021820	PEPSI - RESALE
		FULL DESC:	PEPSI - RESALE			
024982 SMITTY'S SLICES LLC INVOICE:	2-2-20	336459	0 2020 5 INV A	248.00	C-021820	PIZZA RE-SALE- VOLL
		FULL DESC:	PIZZA RE-SALE- VOLLEYBALL TOURNAMENT			
026772 WILSON SPORTING GOOD INVOICE: 4530164204	4530164204	336243	0 2020 5 INV A	77.28	C-021820	RAQUCT - RESALE (RU
		FULL DESC:	RAQUCT - RESALE (RUSH PRO 3.0 EBONY/BK/RD 9.5)			
		ACCOUNT TOTAL		11,515.25		
412 626102			PROMOTIONS			
017307 LSI INVOICE: 1997011	1997011	336346	0 2020 5 INV A	2,277.85	C-021820	PARK HOUR SIGNS/SCO
		FULL DESC:	PARK HOUR SIGNS/SCORBOARD SPONSORSHIP SIGNS			
031356 TUNICA NATIONAL INVOICE:	2-7-2020	336505	0 2020 5 INV A	1,060.00	C-021820	JUNIOR DEVELOPMENT
		FULL DESC:	JUNIOR DEVELOPMENT			
		ACCOUNT TOTAL		3,337.85		
		ORG 412	TOTAL	14,853.10		
511			MUNICIPAL CODE ENFORCEMENT			
511 611000			MATERIALS			
001102 SOUTHAVEN SUPPLY INVOICE: 26717	26717	336555	0 2020 5 INV A	10.48	C-021820	MATERIALS
		FULL DESC:	MATERIALS			
		ACCOUNT TOTAL		10.48		
511 612200			MAINTENANCE EQUIPMENT & BUILD			
000983 UNIFIRST CORP INVOICE: 2220110567	2220110567	336553	0 2020 5 INV A	5.00	C-021820	MAINT. & EQUIP.
		FULL DESC:	MAINT. & EQUIP.			
000983 UNIFIRST CORP INVOICE: 2220112371	2220112371	336554	0 2020 5 INV A	5.00	C-021820	MAINT. & EQUIP
		FULL DESC:	MAINT. & EQUIP			
000983 UNIFIRST CORP INVOICE: 2220114174	2220114174	336552	0 2020 5 INV A	5.00	C-021820	MAINT. & EQUIP.
		FULL DESC:	MAINT. & EQUIP.			
				15.00		
		ACCOUNT TOTAL		15.00		
511 614900			FEED FOR ANIMALS			
012713 HILL'S PET NUTRITION INVOICE: 234977069	234977069	336509	0 2020 5 INV A	144.54	C-021820	FEED ANIMALS
		FULL DESC:	FEED ANIMALS			
		ACCOUNT TOTAL		144.54		
511 622100			PROFESSIONAL SERVICES			

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013714 HOLIDAY INN INVOICE: 19486	19486	336512	0 2020 5 INV A	97.00	C-021820	PROF. SERVICES (FOI
013714 HOLIDAY INN INVOICE: 19488	19488	336511	0 2020 5 INV A	97.00	C-021820	PROF. SERVICES (FOL
013714 HOLIDAY INN INVOICE: 19501	19501	336513	0 2020 5 INV A	97.00	C-021820	PROF. SERVICES (FOL
013714 HOLIDAY INN INVOICE: 19513	19513	336514	0 2020 5 INV A	97.00	C-021820	PROF. SERVICES (FOL
		FULL DESC:	PROF. SERVICES (FOLIO #199001)			
		FULL DESC:	PROF. SERVICES (FOLIO #199008)			
		FULL DESC:	PROF. SERVICES (FOLIO #199033)			
		FULL DESC:	PROF. SERVICES (FOLIO #199065)			
				388.00		
017049 ANIMAL HEALTH INTERN INVOICE: 9009969084	9009969084	336507	0 2020 5 INV A	471.50	C-021820	PROF. SERVICES
017049 ANIMAL HEALTH INTERN INVOICE: 9009969662	9009969662	336508	0 2020 5 INV A	14.12	C-021820	PROF. SERVICES
		FULL DESC:	PROF. SERVICES			
				485.62		
017650 ELMORE RD VETERINARY INVOICE: 141777	141777	336510	0 2020 5 INV A	244.50	C-021820	PROF. SERVICES
		FULL DESC:	PROF. SERVICES			
			ACCOUNT TOTAL	1,118.12		
			ORG 511 TOTAL	1,288.14		
902			EXPENSE ACCOUNTS			
902 620902			FACILITIES MANAGEMENT			
000233 QUARLES FIRE PROTEC INVOICE: 2020-743	2020-743	336557	0 2020 5 INV A	150.00	C-021820	SPRINKLER INSPECTOI
000233 QUARLES FIRE PROTEC INVOICE: 2020-747	2020-747	336492	0 2020 5 INV A	200.00	C-021820	SPRINKLER INSPECTIO
000233 QUARLES FIRE PROTEC INVOICE: 2020-748	2020-748	336493	0 2020 5 INV A	200.00	C-021820	SPRINKLER INSPECTIO
000233 QUARLES FIRE PROTEC INVOICE: 2020-749	2020-749	336494	0 2020 5 INV A	200.00	C-021820	SPRINKLER INSPECTIO
000233 QUARLES FIRE PROTEC INVOICE: 2020-750	2020-750	336558	0 2020 5 INV A	200.00	C-021820	SPRINKLER INSPECTIO
000233 QUARLES FIRE PROTEC INVOICE: 2020-751	2020-751	336612	0 2020 5 INV A	200.00	C-021820	SPRINKLER INSPECTIO
000233 QUARLES FIRE PROTEC INVOICE: 2020-762	2020-762	336609	0 2020 5 INV A	150.00	C-021820	SPRINKLER INSPECTIO
		FULL DESC:	SPRINKLER INSPECTION			
				1,300.00		
000272 BINSWANGER GLASS #10 INVOICE: 1015064208	1015064208	336204	0 2020 5 INV A	486.00	C-021820	WINDOW/DOOR REPAIR
		FULL DESC:	WINDOW/DOOR REPAIR @ ARENA			
000402 CURRY JANITORIAL SER INVOICE: 186719	186719	336192	0 2020 5 INV A	425.00	C-021820	FBI OFFICE CLEANING
		FULL DESC:	FBI OFFICE CLEANING (FEBRUARY 2020)			
000469 TRI-STAR COMPANIES, INVOICE: TC13974	TC13974	336442	0 2020 5 INV A	4,980.00	C-021820	HVAC SERV. - CITY H
		FULL DESC:	HVAC SERV. - CITY HALL			

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	000469 TRI-STAR COMPANIES, INVOICE:	TC14437	336542	0	2020	5	INV A	1,152.02	C-021820	HVAC SERVICE
			FULL DESC:	HVAC SERVICE				6,132.02		
	000492 THYSSENKRUPP ELEVATOR INVOICE: 3005074859	3005074859	336397	0	2020	5	INV A	2,130.00	C-021820	ELEVATOR SERV
			FULL DESC:	ELEVATOR SERV						
	000734 MAGNOLIA ELECTRIC INVOICE: 295982	295982	336220	0	2020	5	INV A	89.70	C-021820	ELEC. REPAIRS - (1)
			FULL DESC:	ELEC. REPAIRS - (1) 400W MH MOGAL BASE						
	001099 NORTH MS PEST CONTROL INVOICE: 336712142039	336712142039	336410	0	2020	5	INV A	160.50	C-021820	PEST CONTROL
			FULL DESC:	PEST CONTROL						
	001104 SHERWIN WILLIAMS SOUTHAVEN INVOICE:	5189-7	336469	0	2020	5	INV A	114.16	C-021820	PAINT MAINT.
			FULL DESC:	PAINT MAINT.						
	006685 DEX IMAGING INVOICE:	AR4922832	336598	0	2020	5	INV A	79.14	C-021820	MP8510-4TH FLOOR MA
			FULL DESC:	MP8510-4TH FLOOR MAYORS OFFICE						
	009871 FLOOR STORE DESOTO INVOICE: 8942	8942	336570	20000057	2020	5	INV A	9,788.85	C-021820	FLOORING REPLACEMENT AT POLICE
			FULL DESC:	FLOORING REPLACEMENT AT POLICE						
	012576 AKINS DWAYNE ODIS INVOICE: 2661	2661	336203	0	2020	5	INV A	850.00	C-021820	CLEANING OF SOUTHAVEN
			FULL DESC:	CLEANING OF SOUTHAVEN POLICE DEPT.						
	012576 AKINS DWAYNE ODIS INVOICE: 2662	2662	336202	0	2020	5	INV A	500.00	C-021820	CLEANING OF WEST PRECINCT
			FULL DESC:	CLEANING OF WEST PRECINCT						
	012576 AKINS DWAYNE ODIS INVOICE: 2663	2663	336766	0	2020	5	INV A	96.75	C-021820	CLEANING OF EAST PRECINCT
			FULL DESC:	CLEANING OF EAST PRECINCT						
	012576 AKINS DWAYNE ODIS INVOICE: 2664	2664	336767	0	2020	5	INV A	156.75	C-021820	CLEANING OF 1855 VETERAINS DR
			FULL DESC:	CLEANING OF 1855 VETERAINS DR						
	012576 AKINS DWAYNE ODIS INVOICE: 2665	2665	336768	0	2020	5	INV A	850.00	C-021820	CLEANING OF SOUTHAVEN
			FULL DESC:	CLEANING OF SOUTHAVEN POLICE DEPARTMENT						
	012576 AKINS DWAYNE ODIS INVOICE: 2666	2666	336769	0	2020	5	INV A	500.00	C-021820	CLEANING OF WEST PRECINCT
			FULL DESC:	CLEANING OF WEST PRECINCT						
	012576 AKINS DWAYNE ODIS INVOICE: 2667	2667	336770	0	2020	5	INV A	96.75	C-021820	CLEANING OF EAST PRECINCT
			FULL DESC:	CLEANING OF EAST PRECINCT						
	012576 AKINS DWAYNE ODIS INVOICE: 2668	2668	336771	0	2020	5	INV A	156.75	C-021820	CLEANING OF 1855 VETERAINS DR.
			FULL DESC:	CLEANING OF 1855 VETERAINS DR.				3,207.00		
	012638 COUNTER CONNECTIONS INVOICE: 966	966	336285	0	2020	5	INV A	150.00	C-021820	COUNTER INSTALLATION @ SPD
			FULL DESC:	COUNTER INSTALLATION @ SPD						
	014437 CB RICHARD ELLIS CORP INVOICE: 651300	651300	336173	0	2020	5	INV A	453.94	C-021820	FEB. 2020 RENT
			FULL DESC:	FEB. 2020 RENT						
	016182 H&H SERVICES GROUP INVOICE: 74235	74235	336419	0	2020	5	INV A	928.50	C-021820	FILTER SERVICES - HEARTLAND CHURCH ON STATELINE RD
			FULL DESC:	FILTER SERVICES - HEARTLAND CHURCH ON STATELINE RD						
	016182 H&H SERVICES GROUP INVOICE: 74409	74409	336611	0	2020	5	INV A	30.00	C-021820	FILTER SERVICES
			FULL DESC:	FILTER SERVICES						

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	016182 H&H SERVICES GROUP INVOICE: 74410	74410	336418 FULL DESC:	0 FILTER SERVICES - ANIMAL SHELTER	2020 5 INV A	35.00 C-021820	FILTER SERVICES - A
						993.50	
	016517 UPCHURCH SERVICES, L 157158 INVOICE: 157158	157158	336797 FULL DESC:	0 HVAC SERVICE @ SOUTHAVEN COURT HOUSE	2020 5 INV A	410.00 C-021820	HVAC SERVICE @ SOUT
	016517 UPCHURCH SERVICES, L 157248 INVOICE: 157248	157248	336796 FULL DESC:	0 HVAC SERVICE @ SPD	2020 5 INV A	579.94 C-021820	HVAC SERVICE @ SPD
						989.94	
	017204 PYRAMID INTERIORS DI MT00393957-1 INVOICE:	336210	0 FULL DESC:	0 CEILING TILE	2020 5 INV A	161.95 C-021820	CEILING TILE
	018472 M2MANAGEMENT SOLUTIO 2461 INVOICE: 2461	2461	336395 FULL DESC:	0 ELECT TRACKING SYSTEM	2020 5 INV A	1,799.90 C-021820	ELECT TRACKING SYST
	019694 MID-SOUTH TELECOM INVOICE: 62069	62069	336216 FULL DESC:	0 PHONE SERV./COMM.-@ SOUTHAVEN MUNICIPAL COURT	2020 5 INV A	260.00 C-021820	PHONE SERV./COMM.-@
	019694 MID-SOUTH TELECOM INVOICE: 62336	62336	336215 FULL DESC:	0 PHONE SERV.-CITY HALL FIRE FLOOR CAMERAS	2020 5 INV A	2,574.10 C-021820	PHONE SERV.-CITY HA
	019694 MID-SOUTH TELECOM INVOICE: 62337	62337	336214 FULL DESC:	0 PHONE SERV./COMM.-MOVE COMCAST LINE TO CONF. ROOM	2020 5 INV A	325.00 C-021820	PHONE SERV./COMM.-M
	019694 MID-SOUTH TELECOM INVOICE: 62444	62444	336219 FULL DESC:	0 PHONE SERV.-@ PARKS & RECREATION OFFICE	2020 5 INV A	195.00 C-021820	PHONE SERV.-@ PARKS
	019694 MID-SOUTH TELECOM INVOICE: 62446	62446	336543 FULL DESC:	0 PHONE SERVICE APPROVED W/I.T.	2020 5 INV A	7,977.55 C-021820	PHONE SERVICE APPRO
	019694 MID-SOUTH TELECOM INVOICE: 62666	62666	336217 FULL DESC:	0 PHONE SERV.-@ SOUTHAVEN FIRE DEPT. STATION #3	2020 5 INV A	225.00 C-021820	PHONE SERV.-@ SOUTH
	019694 MID-SOUTH TELECOM INVOICE: 62727	62727	336218 FULL DESC:	0 PHONE SERV.-TECH TROUBLESHOOT 1 PHONE @ 8710 NW DR	2020 5 INV A	480.00 C-021820	PHONE SERV.-TECH TR
						12,036.65	
	021382 PETTY CASH INVOICE:	2-10-2020	336533 FULL DESC:	0 CLERK'S OFFICE PETTY CASH REIMB.	2020 5 INV A	30.00 C-021820	CLERK'S OFFICE PETT
	022372 OVERALL CHEMICAL COM 5110 INVOICE: 5110	5110	336421 FULL DESC:	0 CLEANING WEEK OF 7-8-2019	2020 5 INV A	1,535.00 C-021820	CLEANING WEEK OF 7-
	022372 OVERALL CHEMICAL COM 5140 INVOICE: 5140	5140	336411 FULL DESC:	0 CLEANING WEEK OF 1-27-2020	2020 5 INV A	640.00 C-021820	CLEANING WEEK OF 1-
						2,175.00	
	026229 PROCON INVOICE:	21020-2	336778 FULL DESC:	0 FLOORING @ SPD EAST PRECINCT	2020 5 INV A	4,548.50 C-021820	FLOORING @ SPD EAST
	031059 KEVIN BAKER ROOFING INVOICE: 2620	2620	336417 FULL DESC:	0 ROOFING SERVICES@ 385 MAIN ST & 1320 BROOKHAVEN DR	2020 5 INV A	800.00 C-021820	ROOFING SERVICES@ 3
				ACCOUNT TOTAL		48,051.75	

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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
902 621400	001927 FIRST REGIONAL LIBRA	2122020	336689	0 2020 5 INV A	300,000.00	C-021820	BOARD APPROVED FY20
	INVOICE: 2122020		FULL DESC:	BOARD APPROVED FY2020 DONATION			
			ACCOUNT TOTAL		300,000.00		
902 622100	019761 BUSINESS AND LEGAL	19081540	336326	0 2020 5 INV A	3,035.00	C-021820	EMPLOYEE ON-LINE TR
	INVOICE: 19081540		FULL DESC:	EMPLOYEE ON-LINE TRAINING			
024871 WAGeworks		120-TR44884	336489	0 2020 5 INV A	216.54	C-021820	JAN 2020 COBRA
	INVOICE:		FULL DESC:	JAN 2020 COBRA			
			ACCOUNT TOTAL		3,251.54		
902 624850	000437 C & M BUILDERS INC	PAYAPP3	336336	0 2020 5 INV A	117,688.85	C-021820	PAYAPP 3 PARKS DHOP
	INVOICE:		FULL DESC:	PAYAPP 3 PARKS DHOP			
005831 URBANARCH ASSOC PC		18029-A9	336687	0 2020 5 INV A	417.69	C-021820	PARKS SHOP
	INVOICE:		FULL DESC:	PARKS SHOP			
018221 CIVIL-LINK, LLC		74426	336641	0 2020 5 INV A	7,856.68	C-021820	SOUTHAVEN MAINTENAN
	INVOICE: 74426		FULL DESC:	SOUTHAVEN MAINTENANCE FACILITY-GRADING & DRAINAGE			
			ACCOUNT TOTAL		125,963.22		
902 625100	018221 CIVIL-LINK, LLC	74411	336642	0 2020 5 INV A	15,321.76	C-021820	CITY PAVEMENT PERSE
	INVOICE: 74411		FULL DESC:	CITY PAVEMENT PERSERVATION PROGRAM			
			ACCOUNT TOTAL		15,321.76		
902 625103	009591 TRI FIRMA	5757QB	336559	0 2020 5 INV A	1,578.68	C-021820	4225 ST ANNE COVE
	INVOICE:		FULL DESC:	4225 ST ANNE COVE			
009591 TRI FIRMA		5758QB	336560	0 2020 5 INV A	3,125.17	C-021820	8391 BOONEVILLE DR
	INVOICE:		FULL DESC:	8391 BOONEVILLE DR			
009591 TRI FIRMA		5759QB	336561	0 2020 5 INV A	1,371.95	C-021820	1225 JOANN DR
	INVOICE:		FULL DESC:	1225 JOANN DR			
					6,075.80		
			ACCOUNT TOTAL		6,075.80		
902 625105	018221 CIVIL-LINK, LLC	74405	336747	0 2020 5 INV A	549.95	C-021820	MEADOW PT-CHURCH RD
	INVOICE: 74405		FULL DESC:	MEADOW PT-CHURCH RD EWP/DRAINAGE IMPROVEMENTS			
			ACCOUNT TOTAL		549.95		

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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
902	625125			HL CREEK BRIDGE			
	018221 CIVIL-LINK, LLC	74402	336656 0	2020 5 INV A	56,807.39	C-021820	HL CRK BRIDGE REPLA
	INVOICE: 74402		FULL DESC: HL CRK BRIDGE REPLACEMENT				
			ACCOUNT TOTAL		56,807.39		
902	625150			DRAINAGE IMPROVEMENT			
	003929 BTI CORPORATION	35677	336638 0	2020 5 INV A	29,798.48	C-021820	PLUMPOINT - FEMA LO
	INVOICE: 35677		FULL DESC: PLUMPOINT - FEMA LOMR				
	018221 CIVIL-LINK, LLC	74404	336745 0	2020 5 INV A	1,312.58	C-021820	LCNOI EROSION CONTR
	INVOICE: 74404		FULL DESC: LCNOI EROSION CONTROL INSPECTION/DRAINAGE IMPROV.				
	018221 CIVIL-LINK, LLC	74406	336748 0	2020 5 INV A	2,721.08	C-021820	BONNER-NOLEHOLE CRE
	INVOICE: 74406		FULL DESC: BONNER-NOLEHOLE CREEK EWP/DRAINAGE IMPROVEMENTS				
	018221 CIVIL-LINK, LLC	74407	336749 0	2020 5 INV A	549.95	C-021820	STATELINE RD EWP/DR
	INVOICE: 74407		FULL DESC: STATELINE RD EWP/DRAINAGE IMPROVEMENTS				
	018221 CIVIL-LINK, LLC	74412	336751 0	2020 5 INV A	1,881.11	C-021820	DRAINAGE IMPROVEMEN
	INVOICE: 74412		FULL DESC: DRAINAGE IMPROVEMENTS				
	018221 CIVIL-LINK, LLC	74413	336752 0	2020 5 INV A	4,281.44	C-021820	TRINITY CHURCH/DRAI
	INVOICE: 74413		FULL DESC: TRINITY CHURCH/DRAINAGE IMPROVEMENTS				
	018221 CIVIL-LINK, LLC	74414	336753 0	2020 5 INV A	3,093.93	C-021820	MISSISSIPPI VALLEY
	INVOICE: 74414		FULL DESC: MISSISSIPPI VALLEY BLVD./DRAINAGE IMPROVEMENTS				
					13,840.09		
			ACCOUNT TOTAL		43,638.57		
			ORG 902 TOTAL		599,659.98		
903				ADMINISTRATIVE EXPENSES			
903	624102			BANK FEES			
	002242 TRUSTMARK NATIONAL B	200201282543	336563 0	2020 5 INV A	3,750.00	C-021820	1058015509 & I05801
	INVOICE:		FULL DESC: 1058015509 & I058015590 SERIERS 2013 & 2014				
	013790 HANCOCK BANK	35332	336645 0	2020 5 INV A	900.00	C-021820	SOUTHGORF1217 PAYIN
	INVOICE: 35332		FULL DESC: SOUTHGORF1217 PAYING AGENT FEE				
	013790 HANCOCK BANK	35333	336644 0	2020 5 INV A	750.00	C-021820	SOUTHGORF1217 ESCRO
	INVOICE: 35333		FULL DESC: SOUTHGORF1217 ESCROW FEES				
	013790 HANCOCK BANK	35336	336754 0	2020 5 INV A	820.00	C-021820	SOUTHCTGO210
	INVOICE: 35336		FULL DESC: SOUTHCTGO210				
					2,470.00		
			ACCOUNT TOTAL		6,220.00		
			ORG 903 TOTAL		6,220.00		
904				LITIGATION			
904	622100			PROFESSIONAL SERVICES			
	017086 BUTLER SNOW	10250671	336581 0	2020 5 INV A	21,500.00	C-021820	GENERAL SERVICES TH
	INVOICE: 10250671		FULL DESC: GENERAL SERVICES THRU JANUARY 31, 2020				
	017086 BUTLER SNOW	10250673	336580 0	2020 5 INV A	1,947.00	C-021820	LITIGATION MATTERS

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INVOICE: 10250673		FULL DESC: LITIGATION MATTERS THRU JANUARY 31, 2020				
					23,447.00	
		ACCOUNT TOTAL			23,447.00	
904 629100		CLAIMS PAYMENTS				
011139 TRAVELERS	571514	336540 0 2020 5 INV A		1,439.50 C-021820		BRITTON CLAIM
INVOICE: 571514		FULL DESC: BRITTON CLAIM				
011139 TRAVELERS	571859	336711 0 2020 5 INV A		10,000.00 C-021820		BOYKINS CLAIM
INVOICE: 571859		FULL DESC: BOYKINS CLAIM				
					11,439.50	
		ACCOUNT TOTAL			11,439.50	
		ORG 904 TOTAL			34,886.50	
905		LIABILITY INSURANCE				
905 629300		INSURANCE-LIABILITY				
029114 CNA SURETY	62327575-20	336344 0 2020 5 INV A		10,937.50 C-021820		POLICE BONDS-TERMS
INVOICE:		FULL DESC: POLICE BONDS-TERMS DATE: 3-18-2020 THRU 3-21-2021				
		ACCOUNT TOTAL			10,937.50	
		ORG 905 TOTAL			10,937.50	
906		PROFESSIONAL DUES				
906 622100		PROFESSIONAL SERVICES				
001161 SOUTHAVEN CHAMBER OF	90658903	336615 0 2020 5 INV A		6,666.67 C-021820		MARCH 2020 CONTRIBU
INVOICE: 90658903		FULL DESC: MARCH 2020 CONTRIBUTION				
002087 MS MUNICIPAL LEAGUE	30944	336490 0 2020 5 INV A		450.00 C-021820		MML 2020 YOUTH SUMM
INVOICE: 30944		FULL DESC: MML 2020 YOUTH SUMMIT-USM				
002130 HOUSE OF GRACE	2-12-2020	336692 0 2020 5 INV A		750.00 C-021820		FY 2020 - MARCH 202
INVOICE:		FULL DESC: FY 2020 - MARCH 2020				
006682 DESOTO FAMILY THEATR	2-12-2020	336691 0 2020 5 INV A		2,500.00 C-021820		FY 2020 - MARCH 202
INVOICE:		FULL DESC: FY 2020 - MARCH 2020				
020724 HEALING HEARTS CHILD	2-12-2020	336693 0 2020 5 INV A		3,750.00 C-021820		FY 2020 - MARCH 202
INVOICE:		FULL DESC: FY 2020 - MARCH 2020				
027121 ARC NORTHWEST MS	2-12-2020	336690 0 2020 5 INV A		833.25 C-021820		FY 2020 MARCH 2020
INVOICE:		FULL DESC: FY 2020 MARCH 2020 CONTRIBUTION				
		ACCOUNT TOTAL			14,949.92	
		ORG 906 TOTAL			14,949.92	

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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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FUND 0010 GENERAL FUND				TOTAL:	1,054,068.22		
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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
711				BOND PROJECT EXPENSES			
711	614500			MAIN ST PEDESTRIAN SIDEWALK			
	018221 CIVIL-LINK, LLC	74408	336743 0	2020 5 INV A	626.13	C-021820	MAIN STREET PEDESTR
	INVOICE: 74408		FULL DESC: MAIN STREET PEDESTRIAN PATH				
			ACCOUNT TOTAL		626.13		
711	640550			SNOWDEN PEDESTRIAN TRAIL			
	018221 CIVIL-LINK, LLC	74401	336643 0	2020 5 INV A	899.97	C-021820	MDOT BIKE TRAIL - C
	INVOICE: 74401		FULL DESC: MDOT BIKE TRAIL - CENTRAL PARK TO SNOWDEN GROVE				
	018221 CIVIL-LINK, LLC	74409	336741 0	2020 5 INV A	11,294.87	C-021820	SNOWDEN GROVR PARK
	INVOICE: 74409		FULL DESC: SNOWDEN GROVR PARK PED. PATH-CE&I/PROF. SERV.				
					12,194.84		
			ACCOUNT TOTAL		12,194.84		
711	640900			BOND EXPENSE			
	027861 WAGGONER ENGINEERIN	36463	336539 0	2020 5 INV A	490.75	C-021820	NAIL RD EXTENSION -
	INVOICE: 36463		FULL DESC: NAIL RD EXTENSION - ELMORE/SWINNEA				
			ACCOUNT TOTAL		490.75		
711	640965			GETWELL ROAD SOUTH 18			
	018221 CIVIL-LINK, LLC	74410	336738 0	2020 5 INV A	16,235.61	C-021820	GETWELL ROAD WIDENI
	INVOICE: 74410		FULL DESC: GETWELL ROAD WIDENING				
			ACCOUNT TOTAL		16,235.61		
			ORG 711 TOTAL		29,547.33		
=====							
FUND 0100 BOND FUNDED CAP PROJ					TOTAL:	29,547.33	
=====							

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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
611	623800 90015			SPECIAL ASSESSMENTS EXPEND			
611	005831 URBANARCH ASSOC PC	19029-A2	336688 0	PARK IMPROVEMENTS			
	INVOICE:			2020 5 INV A	9,058.77	C-021820	SOCCER CONCESSION -
			FULL DESC:	SOCCER CONCESSION - SNOWDEN			
	018221 CIVIL-LINK, LLC	74425	336694 0	2020 5 INV A	22,024.50	C-021820	SOCCER - SNOWDEN
	INVOICE: 74425			FULL DESC: SOCCER - SNOWDEN			
				ACCOUNT TOTAL	31,083.27		
611	623800 90016			PARK IMPROVEMENTS			
611	024168 FULWOOD CONSTRUCTION PAYAPP-10		336516 0	2020 5 INV A	29,608.62	C-021820	PAYAPP-10 GREENBROO
	INVOICE:			FULL DESC: PAYAPP-10 GREENBROOK			
				ACCOUNT TOTAL	29,608.62		
611	623800 90019			PARK IMPROVEMENTS			
611	015757 BARNES & BROWER	PAYAPP5	336665 0	2020 5 INV A	156,182.52	C-021820	SPRINGFEST PARKING
	INVOICE:			FULL DESC: SPRINGFEST PARKING LOT IMPROVEMENTS			
	018221 CIVIL-LINK, LLC	74427	336718 0	2020 5 INV A	3,442.55	C-021820	SPRINGFEST PARKING
	INVOICE: 74427			FULL DESC: SPRINGFEST PARKING			
				ACCOUNT TOTAL	159,625.07		
611	626105			SPRINGFEST EXPENSE			
611	017189 ASCAP	500584959-20	336174 0	2020 5 INV A	367.22	C-021820	500584959 - MEMBERS
	INVOICE:			FULL DESC: 500584959 - MEMBERSHIP			
				ACCOUNT TOTAL	367.22		
				ORG 611 TOTAL	220,684.18		
=====							
	FUND 0240 TOURIST & CONVENTION			TOTAL:	220,684.18		
=====							

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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
701				DEBT SVC EXPENSES			
701	626705			FIRE TRUCK NOTE PAYMENT			
	000848 MS DEVELOPMENT AUTHO 2-6-2020	336486 0		2020 5 INV A	6,598.70 C-021820		GMS #50618 - LOAN P
	INVOICE:	FULL DESC:	GMS #50618 - LOAN PAYMENT/FY 2020	(MARCH 2020)			
			ACCOUNT TOTAL		6,598.70		
			ORG 701	TOTAL	6,598.70		
=====							
	FUND 0300 DEBT SERVICE			TOTAL:	6,598.70		
=====							

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YEAR/PERIOD: 2020/1	TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0400				UTILITY FUND				
0400	130700			ACCOUNTS RECEIVABLE				
	031345 CARTER RONALD	36884	336245	0	2020 5 INV A	190.72	C-021820	
	INVOICE: 36884		FULL DESC:					
	031347 HALEY WILLIE G.	36885	336279	0	2020 5 INV A	315.71	C-021820	
	INVOICE: 36885		FULL DESC:					
			ACCOUNT TOTAL			506.43		
0400	212700			CUSTOMER DEPOSITS				
	031344 WASHINGTON LACRAVION	36883	336197	0	2020 5 INV A	125.00	C-021820	DEPOSIT - 1WR07 UB
	INVOICE: 36883		FULL DESC:	DEPOSIT - 1WR07 UB REFUND				
	031353 ANDERSON JESSICA	36886	336380	0	2020 5 INV A	125.00	C-021820	DEPOSIT - 1WR07 UB
	INVOICE: 36886		FULL DESC:	DEPOSIT - 1WR07 UB REFUND				
			ACCOUNT TOTAL			250.00		
0400	562800			TAP FEES-SEWER				
	031349 MANN AUSTIN	2-06-20	336456	0	2020 5 INV A	950.00	C-021820	REFUND- TAP FEES/ S
	INVOICE:		FULL DESC:	REFUND- TAP FEES/ SEWER PROJECT				
			ACCOUNT TOTAL			950.00		
0400	563000			DCRUA TAP FEE				
	031349 MANN AUSTIN	2-06-20	336456	0	2020 5 INV A	300.00	C-021820	REFUND- TAP FEES/ S
	INVOICE:		FULL DESC:	REFUND- TAP FEES/ SEWER PROJECT				
			ACCOUNT TOTAL			300.00		
0400	564000			DECRUA UPGRADE-COUNTY WIDE				
	031349 MANN AUSTIN	2-06-20	336456	0	2020 5 INV A	150.00	C-021820	REFUND- TAP FEES/ S
	INVOICE:		FULL DESC:	REFUND- TAP FEES/ SEWER PROJECT				
			ACCOUNT TOTAL			150.00		
			ORG 0400	TOTAL		2,156.43		
811				UTILITY EXPENSE ACCOUNTS				
811	651400			DCRUA UPGRADE TAP FEES				
	004646 DESOTO COUNTY REGION	2-6-2020	336636	0	2020 5 INV A	13,350.00	C-021820	COLLECTED SEWER FEE
	INVOICE:		FULL DESC:	COLLECTED SEWER FEES (DEC. 2019-JAN. 2020) CTY&UPG				
			ACCOUNT TOTAL			13,350.00		
811	651500			DCRUA TAP FEES				
	004646 DESOTO COUNTY REGION	2-6-2020	336636	0	2020 5 INV A	29,900.00	C-021820	COLLECTED SEWER FEE
	INVOICE:		FULL DESC:	COLLECTED SEWER FEES (DEC. 2019-JAN. 2020) CTY&UPG				
			ACCOUNT TOTAL			29,900.00		

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			ORG 811	TOTAL		43,250.00	
815			UTILITY CAPITAL IMPROVEMENTS				
815	625300		EXTENSION & OTHER IMPROVEMENTS				
	000952 TYLER TECHNOLOGIES	45-290712	336386 0	2020 5 INV A	1,400.00	C-021820	UB TRAINING
	INVOICE:		FULL DESC:	UB TRAINING			
	018221 CIVIL-LINK, LLC	74418	336669 0	2020 5 INV A	23,454.61	C-021820	COE PLANNING ASST.
	INVOICE: 74418		FULL DESC:	COE PLANNING ASST. TO STATES - MAPPING			
	018221 CIVIL-LINK, LLC	74419	336668 0	2020 5 INV A	4,865.84	C-021820	WATER VALVE OPER. &
	INVOICE: 74419		FULL DESC:	WATER VALVE OPER. & EVAL. SERVICES			
	018221 CIVIL-LINK, LLC	74420	336667 0	2020 5 INV A	4,306.25	C-021820	FIRE SERVICE EXTENS
	INVOICE: 74420		FULL DESC:	FIRE SERVICE EXTENSION-PHASE 3			
	018221 CIVIL-LINK, LLC	74421	336666 0	2020 5 INV A	9,018.75	C-021820	STARLANDING WATER S
	INVOICE: 74421		FULL DESC:	STARLANDING WATER SUPPLY IMPROVEMENTS			
	018221 CIVIL-LINK, LLC	74422	336664 0	2020 5 INV A	17,205.59	C-021820	MEDLINE FIRE SERVIC
	INVOICE: 74422		FULL DESC:	MEDLINE FIRE SERVICE EXTENSION			
	018221 CIVIL-LINK, LLC	74423	336663 0	2020 5 INV A	7,150.00	C-021820	CITY AMR CONVERSION
	INVOICE: 74423		FULL DESC:	CITY AMR CONVERSION			
	018221 CIVIL-LINK, LLC	74424	336662 0	2020 5 INV A	1,499.95	C-021820	PEPPERCHASE EXPANSI
	INVOICE: 74424		FULL DESC:	PEPPERCHASE EXPANSION			
					67,500.99		
	022719 UMB CARD SERVICES	1-1-20	336746 0	2020 5 INV A	352.43	C-021820	UMB CREDIT CARD
	INVOICE:		FULL DESC:	UMB CREDIT CARD			
			ACCOUNT TOTAL		69,253.42		
815	625305		SANITARY SEWER EXTENSION				
	018221 CIVIL-LINK, LLC	74417	336670 0	2020 5 INV A	2,325.06	C-021820	SANITARY SEWER SERV
	INVOICE: 74417		FULL DESC:	SANITARY SEWER SERVICE MODIFICATION			
			ACCOUNT TOTAL		2,325.06		
			ORG 815	TOTAL	71,578.48		
820			UTILITY ADMINISTRATIVE EXPENSE				
820	610400		OFFICE SUPPLIES				
	007600 OFFICE DEPOT	435319741001	336698 0	2020 5 INV A	96.28	C-021820	OFFICE SUPPLIES
	INVOICE: 435319741001		FULL DESC:	OFFICE SUPPLIES			
	007600 OFFICE DEPOT	435320128001	336699 0	2020 5 INV A	20.99	C-021820	COMPUTER STAND
	INVOICE: 435320128001		FULL DESC:	COMPUTER STAND			
	007600 OFFICE DEPOT	435320129001	336701 0	2020 5 INV A	49.79	C-021820	COMPUTER STAND
	INVOICE: 435320129001		FULL DESC:	COMPUTER STAND			
	007600 OFFICE DEPOT	435320130001	336700 0	2020 5 INV A	19.79	C-021820	PLANNER
	INVOICE: 435320130001		FULL DESC:	PLANNER			
					186.85		
			ACCOUNT TOTAL		186.85		

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820	626500			PRINTING			
	006685 DEX IMAGING	AR4923985	336314	0 2020 5 INV A	39.74	C-021820	MP212296 - COPIER @
	INVOICE:		FULL DESC:	MP212296 - COPIER @ CITY HALL/WATER			
	006685 DEX IMAGING	AR4952075	336672	0 2020 5 INV A	15.10	C-021820	#MP8773 COPIER @ CI
	INVOICE:		FULL DESC:	#MP8773 COPIER @ CITY HALL - WATER			
					54.84		
				ACCOUNT TOTAL	54.84		
820	626900			TRAVEL & TRAINING			
	002087 MS MUNICIPAL LEAGUE	31002	336724	0 2020 5 INV A	550.00	C-021820	2020 MML CONG. REGI
	INVOICE: 31002		FULL DESC:	2020 MML CONG. REGISTRATION			
				ACCOUNT TOTAL	550.00		
				ORG 820 TOTAL	791.69		
825				UTILITY MAINTENANCE EXPENSES			
825	611000			MATERIALS			
	000224 HERNANDO EQUIPMENT	96618	336232	0 2020 5 INV A	81.90	C-021820	RIPPING CHAIN
	INVOICE: 96618		FULL DESC:	RIPPING CHAIN			
	000354 METER SERVICE AND SU	18055	336389	0 2020 5 INV A	1,136.55	C-021820	ADAPTERS & COPPER T
	INVOICE: 18055		FULL DESC:	ADAPTERS & COPPER TUBING			
	000354 METER SERVICE AND SU	18063	336390	0 2020 5 INV A	200.60	C-021820	ADAPTERS
	INVOICE: 18063		FULL DESC:	ADAPTERS			
	000354 METER SERVICE AND SU	18068	336387	0 2020 5 INV A	295.00	C-021820	20X2 HARD COPPER
	INVOICE: 18068		FULL DESC:	20X2 HARD COPPER			
	000354 METER SERVICE AND SU	18095	336379	0 2020 5 INV A	541.10	C-021820	2" 90 CURBSTOPS
	INVOICE: 18095		FULL DESC:	2" 90 CURBSTOPS			
					2,173.25		
	000989 ICM OF MEMPHIS	30003898	336647	0 2020 5 INV A	130.00	C-021820	1" BALL VALVE
	INVOICE: 30003898		FULL DESC:	1" BALL VALVE			
	001102 SOUTHAVEN SUPPLY	26674	336702	0 2020 5 INV A	933.39	C-021820	MISC. SUPPLIES
	INVOICE: 26674		FULL DESC:	MISC. SUPPLIES			
	001320 MARTIN MACHINE WORKS	1368	336388	0 2020 5 INV A	882.00	C-021820	2" & 1 1/2" COPPER
	INVOICE: 1368		FULL DESC:	2" & 1 1/2" COPPER REROUNDING TOOLS			
	005044 LOWE'S HOME CENTERS, 2-15-20		336575	0 2020 5 INV A	3,788.14	C-021820	LOWE'S CREDIT CARD
	INVOICE:		FULL DESC:	LOWE'S CREDIT CARD			
	007304 O'REILLYS AUTO PARTS	1257-435595	336392	0 2020 5 INV A	10.99	C-021820	ANTI-FREEZE TRUCK 8
	INVOICE:		FULL DESC:	ANTI-FREEZE TRUCK 818			
	007304 O'REILLYS AUTO PARTS	1257-445286	336394	0 2020 5 INV A	5.20	C-021820	LIGHTS TRUCK #835
	INVOICE:		FULL DESC:	LIGHTS TRUCK #835			
	007304 O'REILLYS AUTO PARTS	1257-447878	336382	0 2020 5 INV A	278.26	C-021820	CLEANING SUPPLIES &

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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: FULL DESC: CLEANING SUPPLIES & DEF FLUID FOR TRUCKS							
					294.45		
007766 CENTRAL PIPE SUPPLY, S100203414-1 336652	0	2020 5 INV A	736.00	C-021820	1.5" METER CELLULAR		
INVOICE: FULL DESC: 1.5" METER CELLULAR							
007766 CENTRAL PIPE SUPPLY, S100206018-1 336651	0	2020 5 INV A	1,625.60	C-021820	2" METERS 3/4" COUP		
INVOICE: FULL DESC: 2" METERS 3/4" COUPLINGS							
007766 CENTRAL PIPE SUPPLY, S100206278-1 336653	0	2020 5 INV A	1,789.60	C-021820	2" METERS		
INVOICE: FULL DESC: 2" METERS							
					4,151.20		
007819 TOPMOST CHEMICAL 711568 336655	0	2020 5 INV A	2,225.52	C-021820	GLOVES, PAPER TOWEL		
INVOICE: 711568 FULL DESC: GLOVES, PAPER TOWELS & HAND SANITIZER							
016582 CONTRACTORS SUPPLY P 125709 336654	0	2020 5 INV A	331.80	C-021820	PAINT		
INVOICE: 125709 FULL DESC: PAINT							
025818 BADGER METER INC 80046453 336284	0	2020 5 INV A	135.28	C-021820	CELLULAR METER ENDP		
INVOICE: 80046453 FULL DESC: CELLULAR METER ENDPOINT							
030629 AMAZON CAPITAL 111C94N3YVEJ 336649	0	2020 5 INV A	234.00	C-021820	#ANKP067K88KPB-CHAI		
INVOICE: FULL DESC: #ANKP067K88KPB-CHAINS AW MILL (36") UTILITIES							
030629 AMAZON CAPITAL 1C9R1GM14MTN 336660	0	2020 5 INV A	236.85	C-021820	#ANKP067K88KPB-ROTA		
INVOICE: FULL DESC: #ANKP067K88KPB-ROTATING BASE SHEAD BENCH VICE 3"							
030629 AMAZON CAPITAL 1JRM1JJV4PTR 336671	0	2020 5 INV A	563.36	C-021820	#ANKP067K88KPB - TO		
INVOICE: FULL DESC: #ANKP067K88KPB - TOOL KIT, CROSSBAR KITS, EZ RAIL							
					1,034.21		
ACCOUNT TOTAL					16,161.14		
825 611300 MAINTENANCE VEHICLES							
000189 HOMER SKELTON FORD 6108398 336283	0	2020 5 INV A	63.55	C-021820	ROUTINE MAINTENANCE		
INVOICE: 6108398 FULL DESC: ROUTINE MAINTENANCE FOR TRUCK #801							
006706 LANDERS DODGE 295681 336650	0	2020 5 INV A	191.81	C-021820	ROUTINE MAINT. TRUC		
INVOICE: 295681 FULL DESC: ROUTINE MAINT. TRUCK #855							
007304 O'REILLYS AUTO PARTS 1257-448520 336384	0	2020 5 INV A	109.99	C-021820	MAKE PADS & ROTOR T		
INVOICE: FULL DESC: MAKE PADS & ROTOR TRUCK #801							
021382 PETTY CASH 2-10-2020 336533	0	2020 5 INV A	10.00	C-021820	CLERK'S OFFICE PETT		
INVOICE: FULL DESC: CLERK'S OFFICE PETTY CASH REIMB.							
022719 UMB CARD SERVICES 1-1-20 336746	0	2020 5 INV A	1,506.00	C-021820	UMB CREDIT CARD		
INVOICE: FULL DESC: UMB CREDIT CARD							
024154 DISCOUNT TIRE 116498 336313	0	2020 5 INV A	1,404.00	C-021820	TIRES FOR TRUCK #80		
INVOICE: 116498 FULL DESC: TIRES FOR TRUCK #806							

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	029563 LANDERS FORD SOUTH	117243	336231 0	2020 5 INV A	281.49	C-021820	VEHICLE SERVICES -
	INVOICE: 117243		FULL DESC: VEHICLE SERVICES - TRUCK #809				
			ACCOUNT TOTAL		3,566.84		
825	612200			MAINTENANCE EQUIPMENT & BUILD			
	005938 T & B TRUCK REPAIR	14634	336730 0	2020 5 INV A	2,099.65	C-021820	REPAIRS TO DUMPTRUC
	INVOICE: 14634		FULL DESC: REPAIRS TO DUMPTRUCK #825				
			ACCOUNT TOTAL		2,099.65		
825	612500			UNIFORMS			
	000983 UNIFIRST CORP	222-0114176	336657 0	2020 5 INV A	112.20	C-021820	UNIFORMS
	INVOICE:		FULL DESC: UNIFORMS				
	000983 UNIFIRST CORP	2220112373	336556 0	2020 5 INV A	106.59	C-021820	UNIFORMS
	INVOICE: 2220112373		FULL DESC: UNIFORMS				
					218.79		
	010235 SPORTSMAN'S WAREHOUS	8J1AJ200703D	336731 0	2020 5 INV A	300.00	C-021820	BOOTS
	INVOICE:		FULL DESC: BOOTS				
			ACCOUNT TOTAL		518.79		
825	614000			FUEL & OIL			
	005044 LOWE'S HOME CENTERS, 2-15-20		336575 0	2020 5 INV A	205.04	C-021820	LOWE'S CREDIT CARD
	INVOICE:		FULL DESC: LOWE'S CREDIT CARD				
	007304 O'REILLYS AUTO PARTS	1257-436440	336393 0	2020 5 INV A	51.98	C-021820	MOTOR OIL TRUCK #81
	INVOICE:		FULL DESC: MOTOR OIL TRUCK #818				
			ACCOUNT TOTAL		257.02		
825	622100			PROFESSIONAL SERVICES			
	005329 TENCARVA MACHINERY C 820222		336648 0	2020 5 INV A	390.00	C-021820	REPAIRS TO LIFT STA
	INVOICE: 820222		FULL DESC: REPAIRS TO LIFT STATION @ CIVIC CENTER APTS				
	005329 TENCARVA MACHINERY C 820480		336646 0	2020 5 INV A	364.00	C-021820	SMARTCOVER
	INVOICE: 820480		FULL DESC: SMARTCOVER				
					754.00		
	018221 CIVIL-LINK, LLC	74416	336661 0	2020 5 INV A	21,524.00	C-021820	UTILITIES RPR
	INVOICE: 74416		FULL DESC: UTILITIES RPR				
			ACCOUNT TOTAL		22,278.00		
825	630600			VEHICLES			
	000070 AERIAL TRUCK EQUIP C 29381		336337 20000019	2020 5 INV A	11,991.70	C-021820	CREW TRUCK REPLACEM
	INVOICE: 29381		FULL DESC: CREW TRUCK REPLACEMENT BED TRUCK #869				
	004494 J R STEWART	34269	336282 0	2020 5 INV A	4,800.00	C-021820	PARTS FOR CAMERA TR
	INVOICE: 34269		FULL DESC: PARTS FOR CAMERA TRAILER				



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ACCOUNT TOTAL	16,791.70
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ORG 825 TOTAL	61,673.14
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FUND 0400 UTILITY FUND	TOTAL:	179,449.74
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850 MAINTENANCE EXPENSES							
850 612500 UNIFORMS							
000983 UNIFIRST CORP	222-0112375	336209	0	2020 5 INV A	27.41	C-021820	UNIFORMS
INVOICE:		FULL DESC:	UNIFORMS				
000983 UNIFIRST CORP	222-0114178	336522	0	2020 5 INV A	27.41	C-021820	UNIFORMS
INVOICE:		FULL DESC:	UNIFORMS				
					54.82		
ACCOUNT TOTAL					54.82		
850 622100 PROFESSIONAL SERVICES							
007500 SWEEPING CORPORATION	336712142039	336415	0	2020 5 INV A	30,828.16	C-021820	SWEEPING SERV. PER
INVOICE: 336712142039		FULL DESC:	SWEEPING SERV. PER CONTRACT/RESIDENTIAL ST, I-55/5				
007500 SWEEPING CORPORATION	SCA000021	336416	0	2020 5 INV A	300.00	C-021820	SWEEPING SERV. PER
INVOICE:		FULL DESC:	SWEEPING SERV. PER CONTRACT/HILLBROOK & AIRWAYS				
					31,128.16		
008127 WASTE CONNECTIONS OF	6010-0120001	336208	0	2020 5 INV A	195,875.10	C-021820	1107712-001/TRASH S
INVOICE:		FULL DESC:	1107712-001/TRASH SERVICES FOR JAN 1-31, 2020				
029000 REPUBLIC SERVICES	4397-750	336608	0	2020 5 INV A	394.85	C-021820	RECYCLING SERVICES
INVOICE:		FULL DESC:	RECYCLING SERVICES				
ACCOUNT TOTAL					227,398.11		
850 622107 RECYCLING SERVICES							
008127 WASTE CONNECTIONS OF	6025054	336521	0	2020 5 INV A	472.00	C-021820	6010-1032760-001/87
INVOICE: 6025054		FULL DESC:	6010-1032760-001/8710 NORTHWEST DR-RECYCLING SERV.				
008127 WASTE CONNECTIONS OF	6025122	336520	0	2020 5 INV A	195.91	C-021820	6010-1034234/8554 N
INVOICE: 6025122		FULL DESC:	6010-1034234/8554 NORTHWEST DR-RECYCLING SERVICES				
008127 WASTE CONNECTIONS OF	6026524	336519	0	2020 5 INV A	199.97	C-021820	6010-1122820/8191 T
INVOICE: 6026524		FULL DESC:	6010-1122820/8191 TULANE (RECYCLING SERVICE)				
008127 WASTE CONNECTIONS OF	6028126	336441	0	2020 5 INV A	139.38	C-021820	RECYCLING SERV. WES
INVOICE: 6028126		FULL DESC:	RECYCLING SERV. WEST PRECINCT				
					1,007.26		
ACCOUNT TOTAL					1,007.26		
ORG 850 TOTAL					228,460.19		
FUND 0450 SANITATION FUND					TOTAL:	228,460.19	

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125				COURT DEPARTMENT			
125	621505			COURT SUPPLIES			
	001095 VERIZON WIRELESS	9847451616	336705 0	2020 5 INV P	80.02 D-021820	173444	642151677-00001/FEB
	INVOICE: 9847451616		FULL DESC:	642151677-00001/FEBRUARY 2020 PYMT			
	007504 PAETEC	72267962	336591 0	2020 5 INV P	634.62 D-021820	173439	61147293-ITEC/CITY
	INVOICE: 72267962		FULL DESC:	61147293-ITEC/CITY HALL/PW/COURT/SPD HQ & WEST			
			ACCOUNT TOTAL		714.64		
			ORG 125	TOTAL	714.64		
145				DEPARTMENT OF FINANCE & ADMIN			
145	625700			TELEPHONE & POSTAGE			
	001095 VERIZON WIRELESS	9847451616	336705 0	2020 5 INV P	80.02 D-021820	173444	642151677-00001/FEB
	INVOICE: 9847451616		FULL DESC:	642151677-00001/FEBRUARY 2020 PYMT			
			ACCOUNT TOTAL		80.02		
			ORG 145	TOTAL	80.02		
150				INFORMATION TECHNOLOGY			
150	610550			NETWORK CONNECTIVITY			
	007504 PAETEC	72267962	336591 0	2020 5 INV P	6,857.59 D-021820	173439	61147293-ITEC/CITY
	INVOICE: 72267962		FULL DESC:	61147293-ITEC/CITY HALL/PW/COURT/SPD HQ & WEST			
			ACCOUNT TOTAL		6,857.59		
			ORG 150	TOTAL	7,097.65		
150				TELEPHONE/POSTAGE			
	001095 VERIZON WIRELESS	9847451616	336705 0	2020 5 INV P	240.06 D-021820	173444	642151677-00001/FEB
	INVOICE: 9847451616		FULL DESC:	642151677-00001/FEBRUARY 2020 PYMT			
			ACCOUNT TOTAL		240.06		
			ORG 150	TOTAL	7,097.65		
155				CITY CLERK			
155	625700			TELEPHONE & POSTAGE			
	007504 PAETEC	72267962	336591 0	2020 5 INV P	596.34 D-021820	173439	61147293-ITEC/CITY
	INVOICE: 72267962		FULL DESC:	61147293-ITEC/CITY HALL/PW/COURT/SPD HQ & WEST			
			ACCOUNT TOTAL		596.34		
			ORG 155	TOTAL	596.34		
180				PLANNING / ENGINEERING DEPT			
180	625700			TELEPHONE/POSTAGE			
	001095 VERIZON WIRELESS	9847451616	336705 0	2020 5 INV P	360.09 D-021820	173444	642151677-00001/FEB
	INVOICE: 9847451616		FULL DESC:	642151677-00001/FEBRUARY 2020 PYMT			
			ACCOUNT TOTAL		360.09		

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ACCOUNT/VENDOR		DOCUMENT	VOUCHER	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ORG 180		TOTAL		360.09	
211					POLICE DEPARTMENT					
211	600100				SALARIES-ADMINISTRATION					
	030946 GODWIN STEVEN	232020	336590	0	2020	5	INV P	156.31	D-021820	173438 PAYROLL SHORTAGE
	INVOICE: 232020		FULL DESC:	PAYROLL SHORTAGE						
					ACCOUNT TOTAL					156.31
211	611300				MAINTENANCE VEHICLES					
	031348 NEW SOUTH FORD	6170507	336477	0	2020	5	INV P	632.55	D-021820	173433 1458 - IGNITION & S
	INVOICE: 6170507		FULL DESC:	1458 - IGNITION & SPARK PLUGS						
					ACCOUNT TOTAL					632.55
211	625700				TELEPHONE & POSTAGE					
	001095 VERIZON WIRELESS	9847451616	336705	0	2020	5	INV P	3,981.54	D-021820	173444 642151677-00001/FEB
	INVOICE: 9847451616		FULL DESC:	642151677-00001/FEBRUARY 2020 PYMT						
	001167 AT&T MOBILITY	7424-012720	336592	0	2020	5	INV P	4,006.21	D-021820	173435 287288007424 - SPD
	INVOICE:		FULL DESC:	287288007424 - SPD CELL PHONES						
	007504 PAETEC	72267962	336591	0	2020	5	INV P	416.46	D-021820	173439 61147293-ITEC/CITY
	INVOICE: 72267962		FULL DESC:	61147293-ITEC/CITY HALL/PW/COURT/SPD HQ & WEST						
	013136 AT&T	1874-012320	336272	0	2020	5	INV P	47.57	D-021820	173424 662 393-6878 235 18
	INVOICE:		FULL DESC:	662 393-6878 235 1874/IA OFFICE						
	013136 AT&T	2001-012520	336407	0	2020	5	INV P	43.91	D-021820	173431 056 315 1282 001 -
	INVOICE:		FULL DESC:	056 315 1282 001 - SPD/IA						
										91.48
	018521 SOUTHERN TELECOMMUNI	1-29-2020	336685	0	2020	5	INV P	815.05	D-021820	173443 #2480/662-393-4898
	INVOICE:		FULL DESC:	#2480/662-393-4898 (JANUARY 2020 PYMT)						
	026909 AMERICAN MESSAGING	N4480113UB	336268	0	2020	5	INV P	581.43	D-021820	173423 N4 - 480113/SPD PAG
	INVOICE:		FULL DESC:	N4 - 480113/SPD PAGERS						
	030081 GC PIVOTAL LLC	INV3078835	336275	0	2020	5	INV P	214.59	D-021820	173428 279776 - PHONES (SP
	INVOICE:		FULL DESC:	279776 - PHONES (SPD)						
					ACCOUNT TOTAL					10,106.76
211	626000				UTILITIES					
	000966 ENTERGY	110165330120	336166	0	2020	5	INV P	17.73	D-021820	173221 110165339 - 5730 ST
	INVOICE: 265004906863		FULL DESC:	110165339 - 5730 STATELINE RD W TOR SIREN						
	000966 ENTERGY	151475600120	336169	0	2020	5	INV P	1,317.60	D-021820	173221 151475605 - 7320 HI
	INVOICE: 480002646068		FULL DESC:	151475605 - 7320 HIGHWAY 51						
	000966 ENTERGY	168326360120	336168	0	2020	5	INV P	21.29	D-021820	173221 16832636 - 4085 STA
	INVOICE: 395004068097		FULL DESC:	16832636 - 4085 STATELINE RD						
	000966 ENTERGY	168380050220	336676	0	2020	5	INV P	18.52	D-021820	173442 16838005 - 4830 AIR
	INVOICE: 165005580923		FULL DESC:	16838005 - 4830 AIRWAYS BLVD						

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	000966 ENTERGY	176235700220	336675 0	2020 5 INV P	19.79 D-021820	173442	17623570 - 6052 ELM
	INVOICE: 225005264291	FULL DESC:	17623570 - 6052	ELMORE CD SIREN			
	000966 ENTERGY	176244950120	336165 0	2020 5 INV P	24.03 D-021820	173221	17624495 - 3005 STA
	INVOICE: 435003760276	FULL DESC:	17624495 - 3005	STANTON RD S			
	000966 ENTERGY	311665230120	336167 0	2020 5 INV P	7.73 D-021820	173221	31166523 - 1200 BRO
	INVOICE: 135005614331	FULL DESC:	31166523 - 1200	BROOKHAVEN DR			
	000966 ENTERGY	424939990120	336163 0	2020 5 INV P	262.66 D-021820	173221	42493999 - 8191 TUL
	INVOICE: 470002628353	FULL DESC:	42493999 - 8191	TULANE RD			
					1,689.35		
	001145 ATMOS ENERGY	4805-012420	336273 0	2020 5 INV P	357.36 D-021820	173425	4029104805 - 7320 H
	INVOICE:	FULL DESC:	4029104805 - 7320	HIGHWAY 51 N			
	001145 ATMOS ENERGY	50342-020520	336673 0	2020 5 INV P	118.49 D-021820	173440	4008850342-1855 VET
	INVOICE:	FULL DESC:	4008850342-1855	VETERANS DR			
	001145 ATMOS ENERGY	6621-012320	336145 0	2020 5 INV P	111.52 D-021820	173220	3020696621 - 6450 G
	INVOICE:	FULL DESC:	3020696621 - 6450	GETWELL RD			
	001145 ATMOS ENERGY	6889-020420	336674 0	2020 5 INV P	626.16 D-021820	173440	3017116889 - 8691 N
	INVOICE:	FULL DESC:	3017116889 - 8691	NORTHWEST DR			
					1,213.53		
				ACCOUNT TOTAL	2,902.88		
211	630400			MACHINERY & EQUIPMENT			
	013136 AT&T	1878-012320	336271 0	2020 5 INV P	8,036.00 D-021820	173424	662 M10-7046 001 18
	INVOICE:	FULL DESC:	662 M10-7046 001	1878/CAD & RMS MOBILE			
				ACCOUNT TOTAL	8,036.00		
				ORG 211 TOTAL	21,834.50		
290				FIRE DEPARTMENT			
290	625700			TELEPHONE & POSTAGE			
	001095 VERIZON WIRELESS	9847451616	336705 0	2020 5 INV P	960.26 D-021820	173444	642151677-00001/FEB
	INVOICE: 9847451616	FULL DESC:	642151677-00001	FEBRUARY 2020 PYMT			
	001167 AT&T MOBILITY	3065-012720	336593 0	2020 5 INV P	1,940.47 D-021820	173435	287288053065 - SFD
	INVOICE:	FULL DESC:	287288053065 -	SFD CELL PHONES			
	018521 SOUTHERN TELECOMMUNI	1-29-2020	336685 0	2020 5 INV P	286.75 D-021820	173443	#2480/662-393-4898
	INVOICE:	FULL DESC:	#2480/662-393-4898	(JANUARY 2020 PYMT)			
				ACCOUNT TOTAL	3,187.48		
290	626000			UTILITIES			
	000966 ENTERGY	501346910120	336153 0	2020 5 INV P	164.39 D-021820	173221	50134691 - 8945 TUL
	INVOICE: 230004359360	FULL DESC:	50134691 - 8945	TULANE RD			
	000966 ENTERGY	515895960120	336152 0	2020 5 INV P	983.16 D-021820	173221	51589596 - 1940 STA
	INVOICE: 230004359442	FULL DESC:	51589596 - 1940	STATELINE R W			
					1,147.55		

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	001145 ATMOS ENERGY	1390-012120	336151 0	2020 5 INV P	970.03 D-021820	173220	3020521390 - 6050 E
	INVOICE:		FULL DESC:	3020521390 - 6050 ELMORE RD			
	001145 ATMOS ENERGY	4569-012320	336150 0	2020 5 INV P	835.11 D-021820	173220	3020654569 - 6450 G
	INVOICE:		FULL DESC:	3020654569 - 6450 GETWELL RD			
					1,805.14		
			ACCOUNT TOTAL		2,952.69		
			ORG 290 TOTAL		6,140.17		
311			PUBLIC WORKS DEPARTMENT				
311	625700		TELEPHONE & POSTAGE				
	001095 VERIZON WIRELESS	9847451616	336705 0	2020 5 INV P	80.02 D-021820	173444	642151677-00001/FEB
	INVOICE: 9847451616		FULL DESC:	642151677-00001/FEBRUARY 2020 PYMT			
	007504 PAETEC	72267962	336591 0	2020 5 INV P	226.37 D-021820	173439	61147293-ITEC/CITY
	INVOICE: 72267962		FULL DESC:	61147293-ITEC/CITY HALL/PW/COURT/SPD HQ & WEST			
			ACCOUNT TOTAL		306.39		
311	626000		UTILITIES				
	001145 ATMOS ENERGY	6169-012420	336146 0	2020 5 INV P	1,963.40 D-021820	173220	3016966196 - 5813 P
	INVOICE:		FULL DESC:	3016966196 - 5813 PEPPER CHASE DR BLDG A			
	001145 ATMOS ENERGY	6445-012420	336147 0	2020 5 INV P	1,337.15 D-021820	173220	3016966445 - 5813 P
	INVOICE:		FULL DESC:	3016966445 - 5813 PEPPER CHASE DR BLDG B			
	001145 ATMOS ENERGY	6721-013120	336408 0	2020 5 INV P	752.69 D-021820	173432	3016966721 - 5813 P
	INVOICE:		FULL DESC:	3016966721 - 5813 PEPPER CHASE DR BLDG C			
					4,053.24		
	001388 HORN LAKE WATER ASSO	2202020	336280 0	2020 5 INV P	266.25 D-021820	173429	030257000 - 5813 PE
	INVOICE: 2202020		FULL DESC:	030257000 - 5813 PEPPERCHASE (PW) FROM 12-3 TO 1-7			
			ACCOUNT TOTAL		4,319.49		
			ORG 311 TOTAL		4,625.88		
315			CITY TRAFFIC AND STREETS LIGHT				
315	626000		UTILITIES				
	000966 ENTERGY	100253780120	336160 0	2020 5 INV P	166.62 D-021820	173221	100253780 - GOODMAN
	INVOICE: 555002436960		FULL DESC:	100253780 - GOODMAN & I 55			
	000966 ENTERGY	129563100120	336230 0	2020 5 INV P	21.95 D-021820	173221	129563102 - 426 STA
	INVOICE: 130004673731		FULL DESC:	129563102 - 426 STAR LANDING RD			
	000966 ENTERGY	150262910220	336589 0	2020 5 INV P	46.11 D-021820	173437	150262913 - CHERRY
	INVOICE: 470002638084		FULL DESC:	150262913 - CHERRY BLOSSOM PKWY			
	000966 ENTERGY	163308880120	336159 0	2020 5 INV P	92.52 D-021820	173221	16330888 - GOODMAN
	INVOICE: 340003055384		FULL DESC:	16330888 - GOODMAN RD AND SCREST			
	000966 ENTERGY	190414250120	336162 0	2020 5 INV P	92.52 D-021820	173221	19041425 - GOODMAN
	INVOICE: 170004637625		FULL DESC:	19041425 - GOODMAN AND AIRWAYS BLVD			
	000966 ENTERGY	690860560120	336161 0	2020 5 INV P	329.61 D-021820	173221	69086056 - HAMILTON



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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: 250004419064		FULL DESC: 69086056 - HAMILTON					
				749.33			
001105 NORTHCENTRAL ELECTRI	7002-012820	336229	0	2020 5 INV P	257.48 D-021820	173222	59247002 - MALONE R
INVOICE:		FULL DESC: 59247002 - MALONE RD (METER #11393283)					
001105 NORTHCENTRAL ELECTRI	7009-012820	336226	0	2020 5 INV P	102.78 D-021820	173222	59247009 - FREEMAN
INVOICE:		FULL DESC: 59247009 - FREEMAN LN 3750 (METER# 34801576)					
001105 NORTHCENTRAL ELECTRI	7012-012820	336228	0	2020 5 INV P	62.86 D-021820	173222	59247012 - FREEMAN
INVOICE:		FULL DESC: 59247012 - FREEMAN LN 3750 (METER# 18892199)					
001105 NORTHCENTRAL ELECTRI	7013-012820	336227	0	2020 5 INV P	22.11 D-021820	173222	59247013 - FREEMAN
INVOICE:		FULL DESC: 59247013 - FREEMAN LN 3750 (METER# 75686023)					
				445.23			
ACCOUNT TOTAL				1,194.56			
ORG 315 TOTAL				1,194.56			
411 PARKS DEPARTMENT							
411 625700 TELEPHONE & POSTAGE							
001095 VERIZON WIRELESS	9847451616	336705	0	2020 5 INV P	440.11 D-021820	173444	642151677-00001/FEB
INVOICE: 9847451616		FULL DESC: 642151677-00001/FEBRUARY 2020 PYMT					
018521 SOUTHERN TELECOMMUNI	1-29-2020	336685	0	2020 5 INV P	137.74 D-021820	173443	#2480/662-393-4898
INVOICE:		FULL DESC: #2480/662-393-4898 (JANUARY 2020 PYMT)					
ACCOUNT TOTAL				577.85			
411 626000 UTILITIES							
000966 ENTERGY	125567870120	336157	0	2020 5 INV P	623.13 D-021820	173221	125567875 - 800 STO
INVOICE: 445003701060		FULL DESC: 125567875 - 800 STOWEWOOD DR MTR 2					
000966 ENTERGY	168364540120	336155	0	2020 5 INV P	107.31 D-021820	173221	16836454 -4700 STAT
INVOICE: 395004068099		FULL DESC: 16836454 -4700 STATELINE RD					
000966 ENTERGY	168382290120	336154	0	2020 5 INV P	1,543.99 D-021820	173221	16838229 - 4700 STA
INVOICE: 240004383519		FULL DESC: 16838229 - 4700 STATELINE RD					
000966 ENTERGY	311093020620	336579	0	2020 5 INV P	25.80 D-021820	173437	31109317 - 7655 TCH
INVOICE: 365004220646		FULL DESC: 31109317 - 7655 TCHULAHOMA					
000966 ENTERGY	311093170120	336158	0	2020 5 INV P	7.73 D-021820	173221	31109317 - 7655 TCH
INVOICE: 135005614316		FULL DESC: 31109317 - 7655 TCHULAHOMA					
000966 ENTERGY	311093170220	336577	0	2020 5 INV P	8.24 D-021820	173437	31109317 - 7655 TCH
INVOICE: 155005558454		FULL DESC: 31109317 - 7655 TCHULAHOMA					
000966 ENTERGY	563956350120	336156	0	2020 5 INV P	24.71 D-021820	173221	56395635 - 7360 US
INVOICE: 370003082854		FULL DESC: 56395635 - 7360 US HIGHWAY 51 N					
000966 ENTERGY	697233510220	336578	0	2020 5 INV P	8.26 D-021820	173437	69723351 - 8925 SWI
INVOICE: 2019917823		FULL DESC: 69723351 - 8925 SWINNEA RD					
				2,349.17			
001145 ATMOS ENERGY	3332-012820	336224	0	2020 5 INV P	6,519.72 D-021820	173220	3015253332 - 7360 H
INVOICE:		FULL DESC: 3015253332 - 7360 HIGHWAY 51 N					
001145 ATMOS ENERGY	6854-012320	336149	0	2020 5 INV P	698.93 D-021820	173220	3020696854 - 3278 M

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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET D-021820

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YEAR/PERIOD: 2020/1 TO 2020/5		ACCOUNT/VENDOR	DOCUMENT	VOUCHER	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
INVOICE: FULL DESC: 3020696854 - 3278 MAY BLVD 001145 ATMOS ENERGY 80559-020620 336686 0 2020 5 INV P 267.26 D-021820 173440 4027080559 - 3750 F INVOICE: FULL DESC: 4027080559 - 3750 FREEMAN LN 001145 ATMOS ENERGY 8239-013020 336247 0 2020 5 INV P 385.44 D-021820 173425 3015018239 - 6070 S INVOICE: FULL DESC: 3015018239 - 6070 SNOWDEN LN											
									7,871.35		
013136 AT&T 1875-012820 336497 0 2020 5 INV P 43.67 D-021820 173434 662 280-0258 535 18 INVOICE: FULL DESC: 662 280-0258 535 1875/BUSINESS MESSAGE RATE LINE											
016529 DIRECTV 37128136487 336248 0 2020 5 INV P 145.50 D-021820 173426 021298039 - TENNIS INVOICE: FULL DESC: 021298039 - TENNIS (SERVICE @) 016529 DIRECTV 37148492774 336787 0 2020 5 INV P 148.72 D-021820 173441 046471734 - PARKS (INVOICE: FULL DESC: 046471734 - PARKS (SERVICE @)											
									294.22		
ACCOUNT TOTAL									10,558.41		
ORG 411 TOTAL									11,136.26		
EXPENSE ACCOUNTS											
FACILITIES MANAGEMENT											
902 620902 001105 NORTHCENTRAL ELECTRI 7010-012820 336225 0 2020 5 INV P 789.35 D-021820 173222 59247010 - FREEMAN INVOICE: FULL DESC: 59247010 - FREEMAN LN 3750 (METER# 18892198)											
001145 ATMOS ENERGY 3113-020520 336588 0 2020 5 INV P 2,738.81 D-021820 173436 3016983113 - 385 MA INVOICE: FULL DESC: 3016983113 - 385 MAIN ST 001145 ATMOS ENERGY 4408-020420 336585 0 2020 5 INV P 613.61 D-021820 173436 3018864408 - 8889 N INVOICE: FULL DESC: 3018864408 - 8889 NORTHWEST DR 001145 ATMOS ENERGY 5080-012420 336148 0 2020 5 INV P 933.31 D-021820 173220 4017475080 - 7312 H INVOICE: FULL DESC: 4017475080 - 7312 HIGHWAY 51 001145 ATMOS ENERGY 7730-020520 336587 0 2020 5 INV P 307.75 D-021820 173436 3015017730 - 1320 B INVOICE: FULL DESC: 3015017730 - 1320 BROOKHAVEN DR 001145 ATMOS ENERGY 7945-020420 336586 0 2020 5 INV P 1,439.47 D-021820 173436 3015017945 - 8710 N INVOICE: FULL DESC: 3015017945 - 8710 NORTHWEST DR											
									6,032.95		
018521 SOUTHERN TELECOMMUNI 1-29-2020 336685 0 2020 5 INV P 450.69 D-021820 173443 #2480/662-393-4898 INVOICE: FULL DESC: #2480/662-393-4898 (JANUARY 2020 PYMT)											
ACCOUNT TOTAL									7,272.99		
ORG 902 TOTAL									7,272.99		
=====											
FUND 0010 GENERAL FUND									TOTAL: 61,053.10		



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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
825				UTILITY MAINTENANCE EXPENSES			
825	611000			MATERIALS			
	001095 VERIZON WIRELESS	9847451616	336705	0 2020 5 INV P	1,197.45	D-021820	173444 642151677-00001/FEB
	INVOICE: 9847451616		FULL DESC:	642151677-00001/FEBRUARY 2020 PYMT			
			ACCOUNT TOTAL		1,197.45		
825	625700			TELEPHONE & POSTAGE			
	001095 VERIZON WIRELESS	9847451616	336705	0 2020 5 INV P	520.17	D-021820	173444 642151677-00001/FEB
	INVOICE: 9847451616		FULL DESC:	642151677-00001/FEBRUARY 2020 PYMT			
			ACCOUNT TOTAL		520.17		
825	626000			UTILITIES			
	000966 ENTERGY	107599950220	336680	0 2020 5 INV P	30.69	D-021820	173442 107599953 - 2543 JI
	INVOICE: 205005385200		FULL DESC:	107599953 - 2543 JIM ST			
	000966 ENTERGY	11249810120	336281	0 2020 5 INV P	23.92	D-021820	173427 112498183 - 1395 PL
	INVOICE: 255004972625		FULL DESC:	112498183 - 1395 PLEasant HILL RD			
	000966 ENTERGY	122346910220	336678	0 2020 5 INV P	39.44	D-021820	173442 122346919 - LEGENDS
	INVOICE: 305004483698		FULL DESC:	122346919 - LEGENDS LAGOON			
	000966 ENTERGY	176259480220	336682	0 2020 5 INV P	1,357.26	D-021820	173442 17625948 - 4446 AIR
	INVOICE: 225005264265		FULL DESC:	17625948 - 4446 AIRWAYS BLVD			
	000966 ENTERGY	176270840220	336681	0 2020 5 INV P	3,211.25	D-021820	173442 17627084 - 170 COLL
	INVOICE: 225005264266		FULL DESC:	17627084 - 170 COLLEGE RD			
	000966 ENTERGY	187578310220	336683	0 2020 5 INV P	93.51	D-021820	173442 18757831 - 3401 WOO
	INVOICE: 225005264370		FULL DESC:	18757831 - 3401 WOODLAND TRACE NORTH			
	000966 ENTERGY	605725260220	336679	0 2020 5 INV P	39.77	D-021820	173442 60572526 - GROVE ME
	INVOICE: 520001446269		FULL DESC:	60572526 - GROVE MEADOWS LIFT STATION			
	000966 ENTERGY	761941740220	336677	0 2020 5 INV P	48.61	D-021820	173442 76194174 - 303 LONG
	INVOICE: 215005319223		FULL DESC:	76194174 - 303 LONG ST			
					4,844.45		
	001105 NORTHCENTRAL ELECTRI	7001-012820	336276	0 2020 5 INV P	70.27	D-021820	173430 59247001 - GOODMAN
	INVOICE:		FULL DESC:	59247001 - GOODMAN RD 3541 (METER#78293686)			
	001105 NORTHCENTRAL ELECTRI	7007-013020	336278	0 2020 5 INV P	193.11	D-021820	173430 59247007 - RIVER PT
	INVOICE:		FULL DESC:	59247007 - RIVER PTE DR 5741 (METER#11393267)			
	001105 NORTHCENTRAL ELECTRI	7011-012820	336277	0 2020 5 INV P	25.44	D-021820	173430 59247011 - GOODMAN
	INVOICE:		FULL DESC:	59247011 - GOODMAN RD 4105			
					288.82		
	001145 ATMOS ENERGY	1609-012820	336274	0 2020 5 INV P	18.49	D-021820	173425 4012381609 - 4164 H
	INVOICE:		FULL DESC:	4012381609 - 4164 HIGHWAY 51			
	001145 ATMOS ENERGY	4023-020520	336684	0 2020 5 INV P	66.07	D-021820	173440 4009764023 - 8779 W
	INVOICE:		FULL DESC:	4009764023 - 8779 WHITWORTH ST			
					84.56		
			ACCOUNT TOTAL		5,217.83		

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2020/1 TO 2020/5						
ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
		ORG 825	TOTAL		6,935.45	
=====						
FUND 0400 UTILITY FUND		TOTAL:			6,935.45	
=====						

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010			GENERAL FUND				
0010	211300			SALES TAX PAYABLE			
	001176 MS DEPT OF REVENUE	36888	336529 0	2020 5 DIR P	1,311.15 W-021820	53549	JANUARY 2020 SALES
	INVOICE: 36888		FULL DESC: JANUARY 2020 SALES TAX PAID				
			ACCOUNT TOTAL		1,311.15		
			ORG 0010 TOTAL		1,311.15		
=====							
	FUND 0010 GENERAL FUND		TOTAL:		1,311.15		
=====							



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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET W-021820

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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
611				SPECIAL ASSESSMENTS EXPEND			
611	626105			SPRINGFEST EXPENSE			
	001176 MS DEPT OF REVENUE	12639066	336233 0	2020 5 DIR P	10.00 W-021820	53543	SPRINGFEST BEER PER
	INVOICE: 12639066		FULL DESC:	SPRINGFEST BEER PERMIT BALANCE			
	001176 MS DEPT OF REVENUE	907851840	336213 0	2020 5 DIR P	10.00 W-021820	53542	SPRINGFEST BEER PER
	INVOICE: 907851840		FULL DESC:	SPRINGFEST BEER PERMIT			
					20.00		
				ACCOUNT TOTAL	20.00		
				ORG 611 TOTAL	20.00		
=====							
	FUND 0240	TOURIST & CONVENTION		TOTAL:	20.00		
=====							



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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
701				DEBT SVC EXPENSES			
701	650101			PRINCIPAL PAYMENT-NOTE			
	013790 HANCOCK BANK	36880	336141 0	2020 4 DIR P	30,000.00 W-021820		53539 G/O BONDS SERIES 20
	INVOICE: 36880		FULL DESC: G/O BONDS SERIES 2017 REF SOUTHGORF1217				
	013790 HANCOCK BANK	36881	336142 0	2020 4 DIR P	223,965.62 W-021820		53540 G/O BONDS SERIES 20
	INVOICE: 36881		FULL DESC: G/O BONDS SERIES 2010 REF SOUTHCTGO210				
					253,965.62		
			ACCOUNT TOTAL		253,965.62		
701	650401			GEN OB INTEREST			
	013790 HANCOCK BANK	36880	336141 0	2020 4 DIR P	40,606.50 W-021820		53539 G/O BONDS SERIES 20
	INVOICE: 36880		FULL DESC: G/O BONDS SERIES 2017 REF SOUTHGORF1217				
	013790 HANCOCK BANK	36881	336142 0	2020 4 DIR P	70,643.76 W-021820		53540 G/O BONDS SERIES 20
	INVOICE: 36881		FULL DESC: G/O BONDS SERIES 2010 REF SOUTHCTGO210				
					111,250.26		
			ACCOUNT TOTAL		111,250.26		
			ORG 701	TOTAL	365,215.88		
=====							
FUND 0300 DEBT SERVICE					TOTAL:	365,215.88	
=====							



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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0400				UTILITY FUND			
0400	211300			SALES TAX PAYABLE			
	001176 MS DEPT OF REVENUE	0103113792	336530 0	2020 5 DIR P	3,654.99 W-021820		53550 JAN 2020 SALES TAX
	INVOICE: 103113792		FULL DESC: JAN 2020 SALES TAX				
				ACCOUNT TOTAL	3,654.99		
			ORG 0400	TOTAL	3,654.99		
811				UTILITY EXPENSE ACCOUNTS			
811	650101			PRINCIPAL PAYMENT-NOTE			
	002242 TRUSTMARK NATIONAL B 36882		336143 0	2020 4 DIR P	915,000.00 W-021820		53541 W/S BONDS SERIES 20
	INVOICE: 36882		FULL DESC: W/S BONDS SERIES 2016 ISSUE #7491				
				ACCOUNT TOTAL	915,000.00		
811	650401			BONDS REDEEM GNL OB INT			
	002242 TRUSTMARK NATIONAL B 36882		336143 0	2020 4 DIR P	245,850.00 W-021820		53541 W/S BONDS SERIES 20
	INVOICE: 36882		FULL DESC: W/S BONDS SERIES 2016 ISSUE #7491				
				ACCOUNT TOTAL	245,850.00		
			ORG 811	TOTAL	1,160,850.00		
825				UTILITY MAINTENANCE EXPENSES			
825	629100			CLAIMS PAYMENT			
	001455 MS EMPLOYMENT SECURI 2-5-2020		336293 0	2020 5 DIR P	2,723.00 W-021820		53547 JEFFREY D. DUNN UNE
	INVOICE:		FULL DESC: JEFFREY D. DUNN UNEMPLOYMENT-4 QTR 2019				
				ACCOUNT TOTAL	2,723.00		
			ORG 825	TOTAL	2,723.00		
=====					=====		
FUND 0400 UTILITY FUND					TOTAL:	1,167,227.99	
=====					=====		



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CITY OF SOUTHAVEN
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YEAR/PERIOD:	2020/1	TO	2020/5								
ACCOUNT/VENDOR		DOCUMENT	VOUCHER	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
0600											
0600	214300										
031228	UNITEDHEALTHCARE INC	649101504163	336249	0	2020	5	DIR P	314,591.70	W-021820	53546 FEBRUARY 2020 (MEDI	
	INVOICE: 649101504163		FULL DESC:		FEBRUARY 2020		(MEDICAL-DENTAL-VISION)				
					ACCOUNT TOTAL			314,591.70			
0600	214900										
002311	EMPOWER RETIREMENT	811009276	336239	0	2020	5	DIR P	6,239.16	W-021820	53544 JAN 31, 2020-FIRE P	
	INVOICE: 811009276		FULL DESC:		JAN 31, 2020-FIRE		PAYROLL CONTRIBUTION				
002311	EMPOWER RETIREMENT	812704562	336574	0	2020	5	DIR P	9,089.96	W-021820	53552 FEB. 7, 2020 PAYROL	
	INVOICE: 812704562		FULL DESC:		FEB. 7, 2020 PAYROLL		CONTRIBUTIONS-REF#812704562				
								15,329.12			
					ACCOUNT TOTAL			15,329.12			
0600	215101										
022644	CORPORATE PLANNING	2-7-2020	336406	0	2020	5	DIR P	6,825.70	W-021820	53548 FEB. 7, 2020 FSA/DC	
	INVOICE:		FULL DESC:		FEB. 7, 2020 FSA/DC		PAYROLL CONTRIBUTIONS				
					ACCOUNT TOTAL			6,825.70			
0600	215102										
031228	UNITEDHEALTHCARE INC	649101504163	336249	0	2020	5	DIR P	14,513.66	W-021820	53546 FEBRUARY 2020 (MEDI	
	INVOICE: 649101504163		FULL DESC:		FEBRUARY 2020		(MEDICAL-DENTAL-VISION)				
					ACCOUNT TOTAL			14,513.66			
0600	215105										
031228	UNITEDHEALTHCARE INC	649101504163	336249	0	2020	5	DIR P	3,224.31	W-021820	53546 FEBRUARY 2020 (MEDI	
	INVOICE: 649101504163		FULL DESC:		FEBRUARY 2020		(MEDICAL-DENTAL-VISION)				
					ACCOUNT TOTAL			3,224.31			
					ORG 0600		TOTAL	354,484.49			
					FUND 0600		PAYROLL FUND				
					TOTAL:			354,484.49			

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The City of Southaven Docket Recap

February 18, 2020

Special Docket

General Fund		-
	Fire	-
	Ems	-
	Public Works	-
	Parks	-
	Facilities Management	-
	Code Enforcement	-
Tourist & Convention		-
Utility Fund		-
Payroll Fund		15,983.96
SPECIAL DOCKET TOTAL		15,983.96

****Note: Life Insurance Company of North America (Cigna)***



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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2020/1 TO 2020/5							
ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
0600		PAYROLL FUND					
0600	216108		VOLUNTARY LIFE INSURANCE				
022642	LIFE INSURANCE COMPA 112020	336246 0	2020 5 DIR P	15,983.96 S-021820	53545	JAN 2020 PAYROLL CO	
	INVOICE: 112020	FULL DESC:	JAN 2020 PAYROLL CONTRIBUTION				
		ACCOUNT TOTAL		15,983.96			
		ORG 0600	TOTAL	15,983.96			
=====							
FUND 0600 PAYROLL FUND				TOTAL:	15,983.96		
=====							

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19.

Executive Session

Personnel; Economic Development