



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
February 1, 2022
6:00 PM
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Executive Session: SPD Personnel**
- 5. Approval of Minutes: January 18, 2022**
- 6. Resolution for ARPA Funds**
- 7. Authorization for Parks Department to Seek Bids and Request for Proposals**
- 8. Waste Connections Contract Renewal - Rick West & Lindsey Matsek present for questions**
- 9. Resolution for Bond Sale to Mississippi Development Bank Not to Exceed \$10 Million**
- 10. Approval of Greenbrook Lake HOA Access**
- 11. Planning Agenda: Item #1 Application by Will Patton for subdivision approval of the Patton Office Subdivision on the southwest corner of Getwell Road and College Road
Item #2 Application by Silo Square, LLC for subdivision approval for Silo Square Commercial Subdivision, lots 11 and 12
Item #3 Application by Silo Square, LLC for design review approval of 3 new buildings on lots 11 and 12 of Silo Square Commercial Subdivision**
- 12. Temeki Boyce, Citizen**
- 13. Mayor's Report**
- 14. Personnel Docket**
- 15. City Attorney's Legal Update**
- 16. Utility Bill Adjustment Docket**
- 17. Claims Docket**
- 18. Executive Session: Claims/Litigation against SPD and Infrastructure; City-wide Personnel; Economic Development**

Items may be added to or omitted from this agenda as needed.

4.

Executive Session : SPD Personnel

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
January 18, 2022
6:00 PM
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval of Minutes: January 4, 2022
5. Resolution of No Protest and Authority to Issue Bonds
6. Sanitation Service Contract Extension
7. Urban Arch Task Order
8. Quitclaim Deed to City from Windstone's Snowden Grove, LLC for Parcel in Trinity Lakes
9. Authorization to Seek Bids for Getwell Road South Widening Project
10. Change Order for Starlanding Water System Improvements Phase II - Water Treatment Plant
11. Contract with Pitney Bowes
12. Request for Board Approval to Allow any requested Permanent Construction Easements to be converted to Temporary Easements for Getwell Road South Widening Project
13. Request for Condemnation of 8090 Shelburne Lane East
14. Planning Agenda: Item #1 Application by MLB, LLC to amend the existing Central Gardens PUD east of Airways Blvd., north and south of Rasco Road
Item #2 Application by Bob White Farms, LLC to amend the existing Snowden Farms PUD District 21 on the southwest corner of Goodman Road and Getwell Road
15. Brad Glover, Citizen
16. Mayor's Report
17. Personnel Docket
18. City Attorney's Legal Update
19. Utility Bill Adjustment Docket
20. Claims Dockets: Docket 1
Docket 2
21. Executive Session: Claims/Litigation for SPD and Infrastructure; Right of Way Acquisition; City-wide Personnel; Economic Development

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Minutes, City of Southaven, Southaven, Mississippi

MINUTES OF THE REGULAR MEETING OF JANUARY 18, 2022 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 Regular Meeting on the 18th day of January, 2022 at six o'clock (6:00) p.m. at City Hall.

Present were:

George Payne	Alderman At Large
Kristian Kelly	Alderman, Ward 1
Charlie Hoots	Alderman, Ward 2
William Jerome	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
John David Wheeler (By Teleconference)	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Also present were Mayor Musselwhite, Andrea Mullen, City Clerk, and Nick Manley, City Attorney. Approximately fifty (50) 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 Hoots to approve the minutes of the Regular Meeting of January 4, 2022 with any corrections, deletions, or additions necessary. Motion was seconded by Alderman Payne. Motion was put to a vote and passed unanimously.

RESOLUTION OF NO PROTEST AND AUTHORITY TO ISSUE BONDS

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

Mr. Manley stated that this resolution will authorize the issuing of bonds in an amount not to exceed \$10 million, as there was not a sufficient protest filed for the issuance, which was advertised in the *Desoto Times* that is required by law. The current plan is for the bond transaction to close during March. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:

The Mayor and the Board of Aldermen of the City of Southaven, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Southaven, Mississippi (the "**City**") took up for consideration the matter of providing financing for certain capital improvements of the City. After a discussion of the subject, Alderman Gallagher offered and moved the adoption of the following resolution:

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) ADOPTED ON THE

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21ST DAY OF DECEMBER, 2021, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST AGAINST THE ISSUANCE OF THE BONDS OR BOND DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS OR BOND.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. Heretofore, on the 21st day of December 2021, the Governing Body adopted a certain resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR THE PURPOSE OF (A) ERECTING MUNICIPAL BUILDINGS AND COMMUNITY CENTERS AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME, AND FOR ERECTING, EQUIPPING AND FURNISHING OF BUILDINGS TO BE USED AS A MUNICIPAL OR CIVIC ARTS CENTER; AND (B) PURCHASING LAND FOR PARKS AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF OTHER RECREATIONAL FACILITIES; AND (C) CONSTRUCTING, IMPROVING, OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR AND CONSTRUCTING BRIDGES AND CULVERTS; AND (D) FOR OTHER AUTHORIZED PURPOSES UNDER SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES" (the "Intent Resolution") indicating its intent to (a) issue general obligation bonds of the City, in one or more series, pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "City Bond Act") and/or (b) issue a general obligation bond of the City, in one or more series, to be sold to the Mississippi Development Bank pursuant to the City Bond Act and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the City Bond Act, the "Act"), all in a total aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000), as authorized by the Act for the purposes of providing funds for the Project (as defined herein), and fixed 4:00 o'clock p.m. on January 18, 2022, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution.

2. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *Desoto Times-Tribune*, a newspaper published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to January 18, 2022, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on December 23 and 30, 2021 and January 6 and 13, 2022, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. On or prior to the hour of 4:00 o'clock p.m. on January 18, 2022, no written protest against the issuance of such general obligation bonds and/or general

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obligation bond as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City (the "City Clerk") in her office located in City Hall.

4. The Governing Body did meet at 6:00 o'clock p.m. on January 18, 2022, wherein it was reported that no written protest against the issuance of the bonds and/or general obligation bond as described in the Intent Resolution had been filed with the City Clerk of the City in her office located in City Hall on or prior to the hour of 4:00 o'clock p.m. on January 18, 2022.

5. The Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the bonds and/or general obligation bond as described in the Intent Resolution has been duly filed.

6. The Governing Body is now authorized and empowered by the provisions of the Act and other applicable laws of the State of Mississippi, to issue general obligation bonds of the City, in one or more series, and/or a general obligation bond of the City for sale to the Mississippi Development Bank, in one or more series, all as described in the Intent Resolution, in a total aggregate principal amount of not to exceed \$10,000,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after January 18, 2022.

7. The amount of the general obligation bonds and/or general obligation bond so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

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

SECTION 1. That the Governing Body is now authorized and empowered by the Act to issue (a) general obligation bonds (the "Bonds"), in one or more series, pursuant to the City Bond Act, and/or (b) a general obligation bond of the City, in one or more series, to be sold to the Mississippi Development Bank (the "City Bond") pursuant to the Act, all in the maximum aggregate principal amount of not to exceed Ten Million Dollars (\$10,000,000), as described in the Intent Resolution, for the purpose set forth therein, including, but not limited to (a) erecting municipal buildings and purchasing land therefor, and repairing, improving, adorning and equipping the same; and (b) purchasing land for parks and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (c) constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor and constructing bridges and culverts; and (d) for other authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of borrowing (together (a) through (d) constitute, the "Project").

SECTION 2. The Bonds and/or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds and/or the City Bond, as applicable, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds and/or the City Bond, as applicable, due during the ensuing fiscal year of the City, in accordance with the

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provisions of the bond resolution adopted by the Governing Body in connection with the issuance of the Bonds and/or the City Bond.

SECTION 3. The Bonds and/or the City Bond shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

Alderman Flores seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Kristian Kelly	Voted: YES
Alderman Charlie Hoots	Voted: YES
Alderman William Jerome	Voted: YES
Alderman Joel Gallagher	Voted: YES
Alderman John David Wheeler	Voted: YES
Alderman Raymond Flores	Voted: YES
Alderman George Payne	Voted: YES

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 18th day of January 2022.

EXHIBIT A

PROOF OF PUBLICATION OF INTENT RESOLUTION

SANITATION SERVICE CONTRACT

Mayor Musselwhite presented this item to the Board.

There was discussion among the Mayor and Board of Alderman in regards to the current contract with Waste Connections expiring on April 30. The City has the option to extend the contract for two (2) one (1) year additional terms (April 30, 2024). Mayor Musselwhite stated that no action needed to be taken at this meeting, but a decision to do an RFP or extend the current contract with Waste Connections will need to be made soon. Mayor Musselwhite stated that it is his recommendation to extend the contract.

URBAN ARCH TASK ORDER

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

Mr. Manley stated that this Task Order with Urban Arch will authorize Urban Arch to oversee the construction at the amphitheater. The Task Order is for 1.5% of the project cost and is for an amount not to exceed \$148,410.00. Alderman Flores made the motion to authorize Mayor Musselwhite to sign Task Order No. 20. Motion was seconded by Alderman Kelly.

Roll call was as follows:

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ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
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 18th day of January, 2022.

A copy of the task order is attached and fully incorporated into these minutes.

QUITCLAIM DEED TO CITY FROM WINDSTONE'S SNOWDEN GROVE, LLC FOR PARCEL IN TRINITY LAKES

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

Mr. Manley stated that this quitclaim deed to the City is for a parcel in Trinity Lakes Subdivision, which was inadvertently not transferred to the City. The property needs to be transferred to the City due to the City utilities located on the property. Alderman Payne made the motion to accept the quitclaim and conveyance to the City. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
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 18th day of January, 2022.

A copy of the quitclaim deed is attached and fully incorporated into these minutes.

AUTHORIZATION TO SEEK BIDS FOR GETWELL ROAD SOUTH WIDENING PROJECT

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

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Mr. Cordell stated that the City received MDOT approval and authorization is needed to advertise this project. Alderman Flores made the motion to authorize advertising for bids for the construction of Getwell Road South Widening. Motion was seconded by Alderman Jerome.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
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 18th day of January, 2022.

CHANGE ORDER FOR STARLANDING WATER SYSTEM IMPROVEMENTS PHASE II – WATER TREATMENT PLANT

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

This change order in the amount of \$115,407.47 is being done pursuant to Miss. Code 31-7-13(g).

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

APPROVIING CHANGE ORDER NO. 1 FOR STARLANDING WATER SYSTEM IMPROVEMENTS PHASE II – WATER TREATMENT PLANT

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Starlanding Water System Improvements Phase II – Water Treatment Plant ("Project") whereby Landmark Construction, Inc. ("Contractor") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineer to allow for certain changes to the contract to increase generator size to accommodate water treatment plants and wells and increase electrical equipment to support the generator size as more fully set forth in Exhibit A; and

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WHEREAS, based on the recommendation of the engineer, the City desires to proceed with the suggested changes as set forth above and in more detail in Exhibit A and pursuant to Mississippi Code 31-7-13(g) finds that the Change Order No. 1 for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

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

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$115,407.47.
2. The Mayor is authorized to sign the Change Order and take all actions to effectuate the intent of this Resolution.

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

Alderman Kristian Kelly	Voted: YES
Alderman Charlie Hoots	Voted: YES
Alderman William Jerome	Voted: YES
Alderman Joel Gallagher	Voted: YES
Alderman John David Wheeler	Voted: YES
Alderman Raymond Flores	Voted: YES
Alderman George Payne	Voted: YES

ORDERED AND DONE, this 18th day of January, 2022.

The Mayor and the Board of Aldermen of the City of Southaven, Mississippi (the "Governing Body"), acting for and on behalf of the City of Southaven, Mississippi (the "City") took up for consideration the matter of providing financing for certain capital improvements of the City. After a discussion of the subject, Alderman Gallagher offered and moved the adoption of the following resolution:

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) ADOPTED ON THE 21ST DAY OF DECEMBER, 2021, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST AGAINST THE ISSUANCE OF THE BONDS OR BOND DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS OR BOND.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. Heretofore, on the 21st day of December 2021, the Governing Body adopted a certain resolution entitled "**RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR THE PURPOSE OF (A) ERECTING MUNICIPAL BUILDINGS AND COMMUNITY CENTERS AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME, AND FOR ERECTING, EQUIPPING AND FURNISHING OF BUILDINGS TO BE USED AS A MUNICIPAL OR CIVIC ARTS CENTER; AND (B) PURCHASING LAND FOR PARKS AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF OTHER RECREATIONAL FACILITIES; AND (C) CONSTRUCTING, IMPROVING, OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR AND CONSTRUCTING BRIDGES AND CULVERTS; AND (D) FOR OTHER AUTHORIZED PURPOSES UNDER SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES**" (the "Intent Resolution") indicating its intent to (a) issue general obligation bonds of the City, in one or more

series, pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "City Bond Act") and/or (b) issue a general obligation bond of the City, in one or more series, to be sold to the Mississippi Development Bank pursuant to the City Bond Act and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the City Bond Act, the "Act"), all in a total aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000), as authorized by the Act for the purposes of providing funds for the Project (as defined herein), and fixed 4:00 o'clock p.m. on January 18, 2022, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution.

2. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *Desoto Times-Tribune*, a newspaper published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to January 18, 2022, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on December 23 and 30, 2021 and January 6 and 13, 2022, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. On or prior to the hour of 4:00 o'clock p.m. on January 18, 2022, no written protest against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City (the "City Clerk") in her office located in City Hall.

4. The Governing Body did meet at 6:00 o'clock p.m. on January 18, 2022, wherein it was reported that no written protest against the issuance of the bonds and/or general obligation bond as described in the Intent Resolution had been filed with the City Clerk of the City in her office located in City Hall on or prior to the hour of 4:00 o'clock p.m. on January 18, 2022.

5. The Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the bonds and/or general obligation bond as described in the Intent Resolution has been duly filed.

6. The Governing Body is now authorized and empowered by the provisions of the Act and other applicable laws of the State of Mississippi, to issue general obligation bonds of the City, in one or more series, and/or a general obligation bond of the City for sale to the Mississippi Development Bank, in one or more series, all as described in the Intent Resolution, in a total aggregate principal amount of not to exceed \$10,000,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after January 18, 2022.

7. The amount of the general obligation bonds and/or general obligation bond so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

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

SECTION 1. That the Governing Body is now authorized and empowered by the Act to issue (a) general obligation bonds (the "**Bonds**"), in one or more series, pursuant to the City Bond Act, and/or (b) a general obligation bond of the City, in one or more series, to be sold to the Mississippi Development Bank (the "**City Bond**") pursuant to the Act, all in the maximum aggregate principal amount of not to exceed Ten Million Dollars (\$10,000,000), as described in the Intent Resolution, for the purpose set forth therein, including, but not limited to (a) erecting municipal buildings and purchasing land therefor, and repairing, improving, adorning and equipping the same; and (b) purchasing land for parks and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (c) constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor and constructing bridges and culverts; and (d) for other authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of borrowing (together (a) through (d) constitute, the "**Project**").

SECTION 2. The Bonds and/or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds and/or the City Bond, as applicable, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds and/or the City Bond, as applicable, due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution adopted by the Governing Body in connection with the issuance of the Bonds and/or the City Bond.

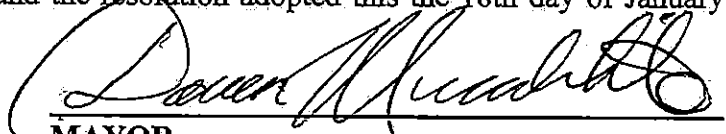
SECTION 3. The Bonds and/or the City Bond shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

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Alderman Flores seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Kristian Kelly	Voted: YES
Alderman Charlie Hoots	Voted: YES
Alderman William Jerome	Voted: YES
Alderman Joel Gallagher	Voted: YES
Alderman John David Wheeler	Voted: YES
Alderman Raymond Flores	Voted: YES
Alderman George Payne	Voted: YES

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 18th day of January 2022.


MAYOR

ATTEST:


CITY CLERK



EXHIBIT A
PROOF OF PUBLICATION OF INTENT RESOLUTION

DeSoto Times-Tribune

PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI

COUNTY OF DESOTO

AMI POPE personally appeared before me the undersigned in and for said County and State and states on oath that she is the **CLERK** of the DeSoto Times Tribune, a newspaper published in the town of Nesbit, State and County aforesaid, and having a general circulation in said county, and that the publication of the notice, a copy of which is hereto attached, has been made in said paper 4 consecutive times, as follows, to-wit:

Volume No. 125 on the 23 day of Dec 2021

Volume No. 125 on the 30 day of Dec 2021

Volume No. 126 on the 6 day of Jan 2022

Volume No. 126 on the 13 day of Jan 2022

Volume No. _____ on the _____ day of _____ 2022

Ami Pope

Sworn to and subscribed before me, this 18th day of Jan 2022

By Kimberly Isaac

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE

MY COMMISSION EXPIRES: JANUARY 18, 2024

BONDED THRU RLI, INCORPORATED.

4 x Run 8 x 18 = 5140.48

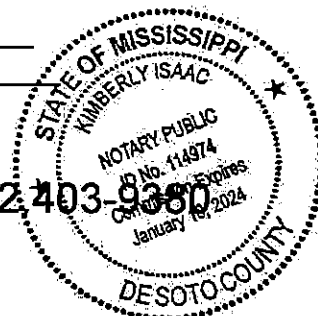
A Single first insertion of _____ words @.12 \$ _____

B. _____ subsequent insertions of _____ words @.10 \$ _____

C. Making proof of publication and deposing to same \$ _____

TOTAL PUBLISHER'S FEE: \$ 5140.48 400 TOTAL

2342 HWY.51 NORTH, Nesbit, MS 38651 | 662-403-9380





task order 20

To: Darren Musselwhite, Mayor - City of Southaven
From: Brian Bullard, AIA, Principal - UrbanARCH Associates
Date: 01-11-2022

Re: UA/Southaven Parks Agreement - Task Order 20
(BankPlus Amphitheater Improvements and Expansion – Construction Admin. Services)

This Task Order 20 establishes a project-specific task for project construction administration services for the construction of improvements to the existing Amphitheater facility inclusive of: expanded seating bowl/seats, commissary building, rest room building 1, rest room building 2, Merchandise shop/artist dining, West entry gate, west entry gate concessions, South entry gate, South entry gate concessions, VIP hospitality center & courtyard, box office canopy replacement, landscaping.

Engineering disciplines included in this task are as follows: Civil, Landscape, Structural, HVAC, Plumbing, Fire Protection, and Electrical Engineering construction support.

The accepted cost (via bid process) of the work for the project is \$9,894,039.00 inclusive of all alternates but excluding existing seat refurbishment and kitchen/concession equipment/FFE. As proposed in Task Order 19, the construction administration Fee is calculated as 1.5% of the construction contract value. Therefore, this work effort shall not exceed **\$148,410.00** (lump sum) in fees, not inclusive of reimbursable expenses. Reimbursable expenses shall be invoiced direct plus 5% as agreed in umbrella contract.

Authorization: *Darren Musselwhite* , Mayor, 1-20-22

Name	Title	Date

Prepared by & Return to:
Byrne & Associates, PLLC
1326 Hardwood Trail
Cordova, TN 38016
901-737-2911

QUITCLAIM DEED

Indexing Info: S-12, T-2S, R-8W, DeSoto County, Mississippi

GRANTOR'S ADDRESS:

5345 Wildbrook Cove
Memphis, TN 38120
Phone: 901-548-5410

GRANTEE'S ADDRESS:

8710 Northwest Drive
Southaven, MS 38671
Phone: (662) 280-2489

KNOW ALL MEN BY THESE PRESENTS, That

WINDSTONE'S SNOWDEN GROVE, LLC, a Mississippi Limited Liability Company, as Grantor,

for and in consideration of TEN AND NO/100 (\$10.00) cash in hand and other good and valuable consideration does hereby bargain, sell, remise, release, quit claim, and convey unto

THE CITY OF SOUTHAVEN, MISSISSIPPI, a municipal corporation, as Grantee,

The following described real estate located in the County of DeSoto, State of Mississippi, to wit:

Parcel A, Trinity Lakes PUD, Phase 3, located in Section 12, Township 2 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 129, Page 27, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Being part of the same property conveyed to the Grantor by Quitclaim Deed of Record at Book No. 888, Page No. 657, in said Chancery Clerk's Office.

Tax Parcel ID: 2081-12170-00004.01

Signature and Acknowledgement on following page

IN TESTIMONY WHEREOF I (We) have executed this instrument this _____ day of _____ 20_____.

Windstone's Snowden Grove, LLC

By: _____

Christopher D. Montesi, Chief Manager

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Before me, the undersigned Notary Public, personally appeared Christopher D. Montesi, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Windstone's Snowden Grove, LLC, the within named bargainor, a Mississippi Limited Liability Company, and that he as such Chief Manager executed the foregoing instrument for the purpose therein contained, by personally signing the name of Christopher D. Montesi, as Chief Manager.

WITNESS my hand and seal at office this _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

CONTRACT CHANGE ORDER

DATE:	1/11/2022	ORDER NO.	1
CONTRACT FOR:	STARLANDING WATER SYSTEM IMPROVEMENTS PHASE II - WATER TREATMENT PLANT		
OWNER:	CITY OF SOUTHAVEN		
CONTRACTOR:	Landmark Construction General Contractor, 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
Increase Line Item 14.0 - Plant Electrical System		\$ 27,542.60
Increase Line Item 22.0 - Backup Diesel Generator		\$ 87,864.87
TOTALS	\$ -	\$ 115,407.47
NET CHANGE IN CONTRACT PRICE		\$ 115,407.47

JUSTIFICATION: Increase Generator Size to Accommodate Water Treatment Plant and Wells; Increase Electrical Equipment to support Generator Size Increase

The amount of the Contract will be ~~(Decreased)~~ (Increased) By The Sum Of:

One Hundred Fifteen Thousand Four Hundred Seven 47/100

Dollars \$ 115,407.47

The Contract Total Including this and previous Change Orders Will Be:

Two Million Seven Hundred Ninety Eight Thousand Seven Hundred Seven 47/100

Dollars \$ 2,798,707.47

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

0 Days.

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

Accepted

(Owner)

(Date)

Recommended

(Owner's Architect/Engineer)

(Date)

Accepted

(Contractor)

(Date)

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
APPROVING CHANGE ORDER NO. 1 FOR STARLANDING WATER SYSTEM
IMPROVEMENTS PHASE II - WATER TREATMENT PLANT**

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Starlanding Water System Improvements Phase II - Water Treatment Plant ("Project") whereby Landmark Construction, Inc. ("Contractor") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineer to allow for certain changes to the contract to increase generator size to accommodate water treatment plants and wells and increase electrical equipment to support the generator size as more fully set forth in Exhibit A; and

WHEREAS, based on the recommendation of the engineer, the City desires to proceed with the suggested changes as set forth above and in more detail in Exhibit A and pursuant to Mississippi Code 31-7-13(g) finds that the Change Order No. 1 for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

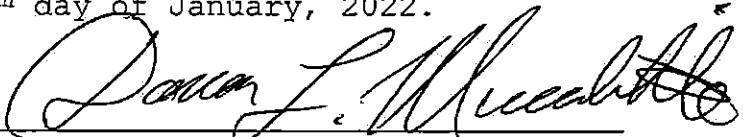
NOW, THEREFORE, BE IT ORDERED by the Board of Aldermen of the City, to wit:

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$115,407.47.
2. The Mayor is authorized to sign the Change Order and take all actions to effectuate the intent of this Resolution.

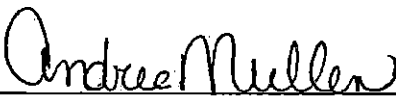
Following a reading of the foregoing resolution, Aldermen Flores made the motion and Alderman Jerome seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman Kristian Kelly	Voted: YES
Alderman Charlie Hoots	Voted: YES
Alderman William Jerome	Voted: YES
Alderman Joel Gallagher	Voted: YES
Alderman John David Wheeler	Voted: YES
Alderman Raymond Flores	Voted: YES
Alderman George Payne	Voted: YES

ORDERED AND DONE, this 18th day of January, 2022.


DARREN L. MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

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

1. **CUSTOMER ACCOUNT ESTABLISHMENT:**

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

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

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

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

5. **DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

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

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

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

For the Vendor: Pitney Bowes

For the Customer:

Name David Gobbel
Title Government Account Manager
Address PO Box 12262
City, State, & Zip Code Jackson, MS 39236

Name
Title
Address
City, State, & Zip Code

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

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

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

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

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

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

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

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

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

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

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

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

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

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

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

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

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

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

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

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

State Contract Number: 8200056652

Vendor Company Name: Pitney Bowes

Customer Agency Name: City of Southaven

Bill to Address: 8710 Northwest Dr., Southaven, MS 38671-2410

Ship to Address: 8710 Northwest Dr., Southaven, MS 38671-2410

Description of Equipment, Software, or Services

Price

Sendpro Cauto

160.81 per month

10 lb. Scale

95 letters per minute

Basic Accounting

Standard SLA-Equipment Service Agreement

Sendpro Online

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60 months

Start Date:

End Date:

Modifications: _____

Lynn Harrington

Vendor Signature

Andree Muller

Customer Signature

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

Witness my signature this the 13th day of January, 20 22.

Vendor: Pitney Bowes

By: Lynn Harrington
Authorized Signature

Printed Name: Lynn Harrington

Title: Government Account Manager

WITNESS:

Witness my signature this the 19 day of January, 20 22.

Customer: City of Southaven

By: Andrea Mullen
Authorized Signature

Printed Name: Andrea Mullen, City Clerk

Title: _____

WITNESS:

Joel Hileiro

NOTICE OF PUBLIC-HEARING ON CLEANING OF PROPERTY

Alberto Rojo,
8090 Shelburne Lane East
Southaven, MS 38671

Re: City of Southaven, Mississippi
Property located at:
8090 Shelburne Lane East

Property described as:
8090 Shelburne Lane East

Miss. Code Annotated §21-19-11, Cleaning Private Property: Notice; Hearing; Cost and
Penalty; and Sale

Dear Property Owner/Lien Holder:

YOU ARE HEREBY NOTIFIED, that at 6:00 p.m. on the 18th day of January 2022, a public hearing will be held by the Mayor and Board of Alderman (the "Board") of the City of Southaven, Mississippi (the "City"), at the Southaven City Hall located at 8710 Northwest Drive, Southaven Mississippi, to determine if the property described above, in the City, is in such a state of uncleanliness that its condition is a menace to the public health, safety and welfare of the community/City. If, at such hearing, the City Governing Authorities determine and adjudicate that the property in its condition constitutes a menace to the public health, safety and welfare of the City and its citizens, the City, if the owner does not do so himself, shall proceed to "clean the land," by the use of municipal employees or by contract at the actual cost to the property owner, and may also impose a penalty not to exceed One Thousand Five Hundred Dollars and 00/100 (\$1,500) or fifty percent (50%) of the actual cost of cleaning the property, whichever is more. Be advised that "cleaning the land" may include cutting grass and

weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, removal of the abandoned or dilapidated buildings, slabs, personal property and other debris; and draining cesspools and standing water therefrom. You are being sent this notice due to the lien you have on the structure located on the property or you are identified as the owner of said property, specifically as it relates to the structure being removed, if it is determined to be a menace to public health and safety of the community. The cost and any penalty assessed may become a civil debt against the property owner and a suit may be filed to collect the assessment against the property, all as provided by Miss Code Ann. §21-19-11; or, at the option of the City Governing Authorities, the costs and any penalties may be a lien against the property, and all assessments levied against the property shall be included with the municipal ad valorem taxes, and the property shall be subject to sale to collect the assessments at the same time and in the same manner as sales for delinquent ad valorem taxes are conducted and pursuant to the laws governing such sales and shall bear the same penalties as those provided for delinquent taxes.

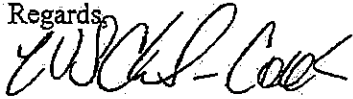
YOU ARE HEREBY FURTHER NOTIFIED, that if at the hearing referred to above it is determined and adjudicated by the Mayor and Board that the property is in need of cleaning, the City shall have the right to reenter the property for further cleaning no more than six (6) additional times during a period of one year after the hearing without any further hearing upon the posting of notice on the property and at City Hall or another place in the City where such notices are generally posted at least seven (7) days before the property is to be reentered for cleaning each time, as provided by Miss. Code Ann. §21-19-11.

At the hearing referred to above, you are invited to appear in person, by counsel or by other representative for the purpose of presenting such information as you deem appropriate with respect to the condition of the subject property.

The above and foregoing notice was mailed to the owner of the property at the address of the property and at the address where the ad valorem tax notice for the property is sent by the

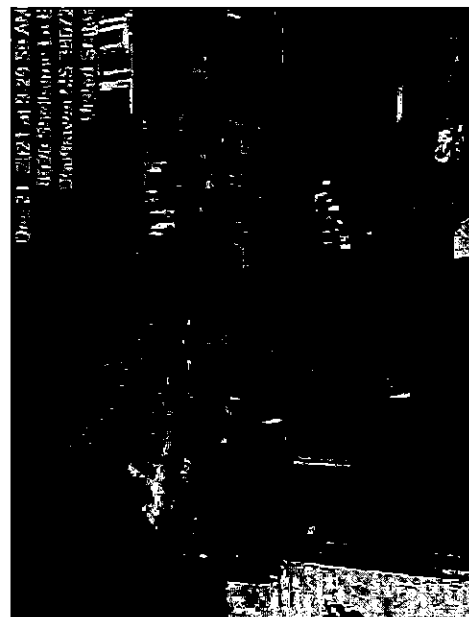
Tax Collector and physically posted on the property and at the City of Southaven, Mississippi
City Hall this the 20th day of December, 2021.

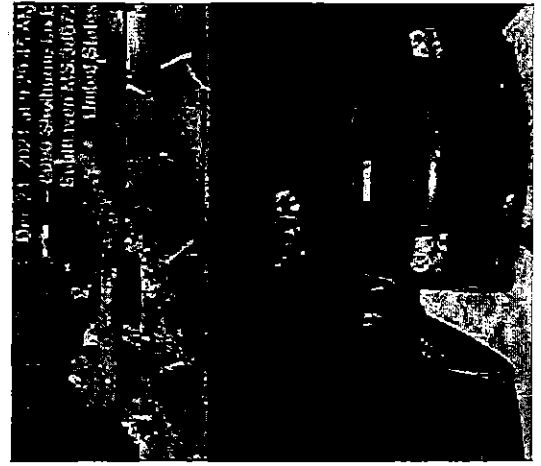
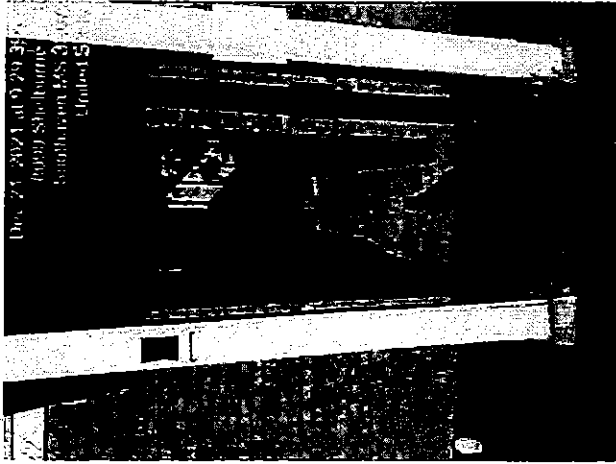
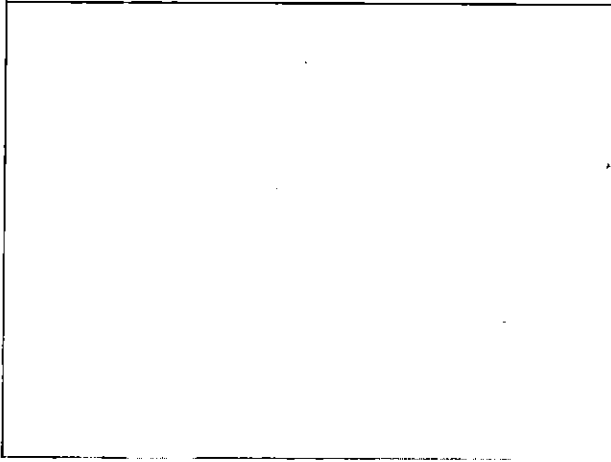
Regards,

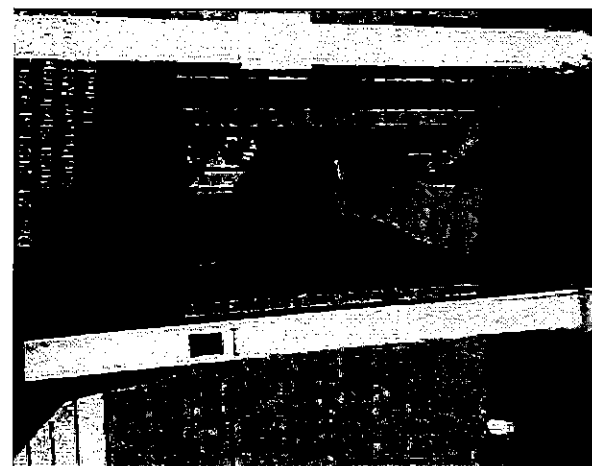
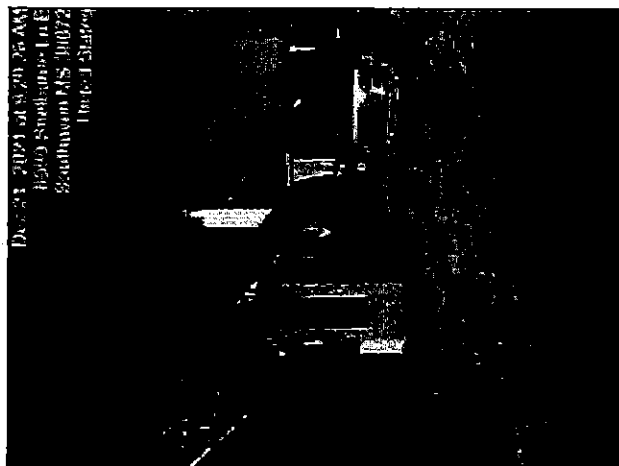
A handwritten signature in black ink, appearing to read "W. S. Choat-Cook". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

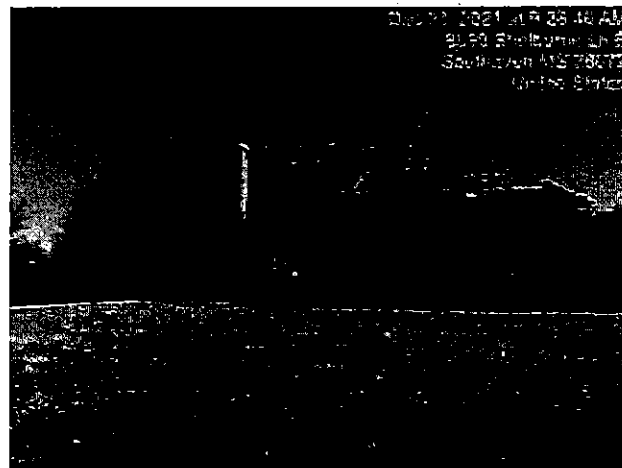
Whitney S. Choat-Cook, AICP
Director of Planning and
Development City of Southaven





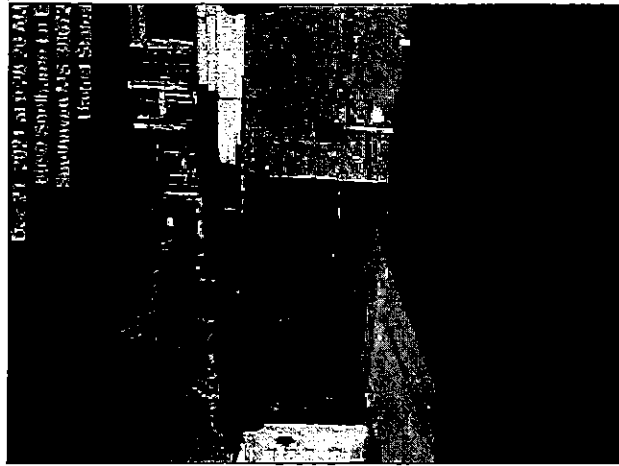




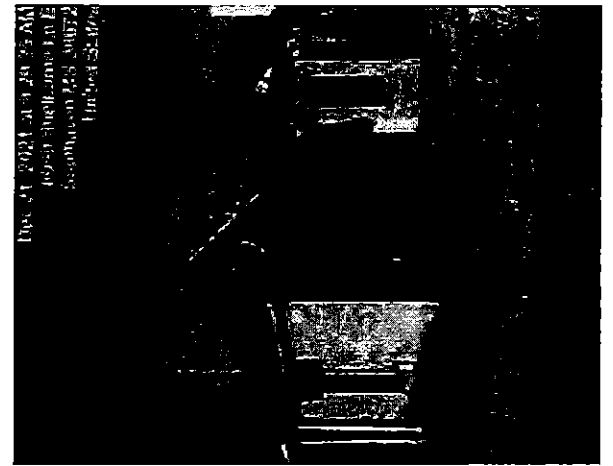


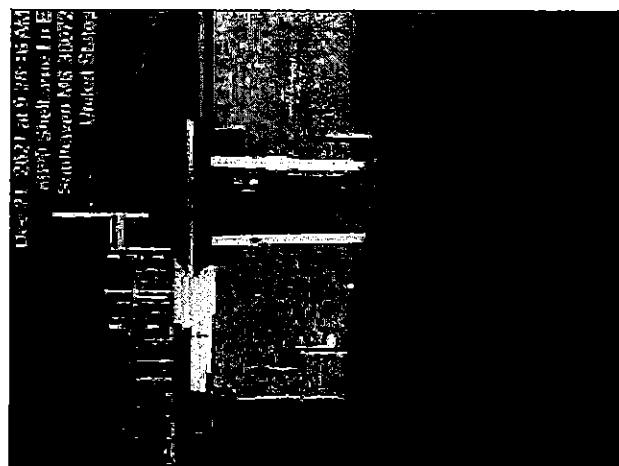


Dec 31 2021 at 09:56 AM
1950 Spillman Pl E
San Diego, CA 92162
United States

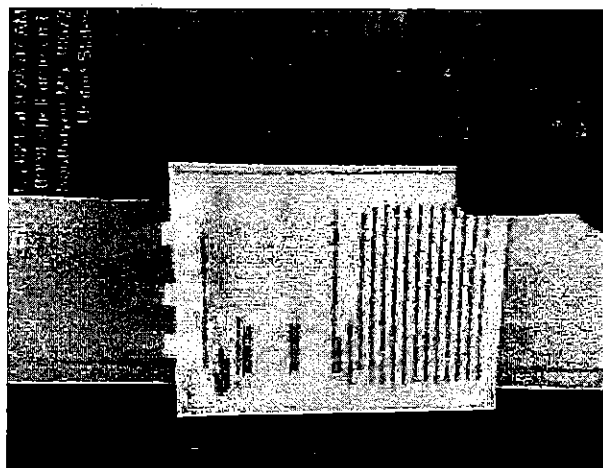
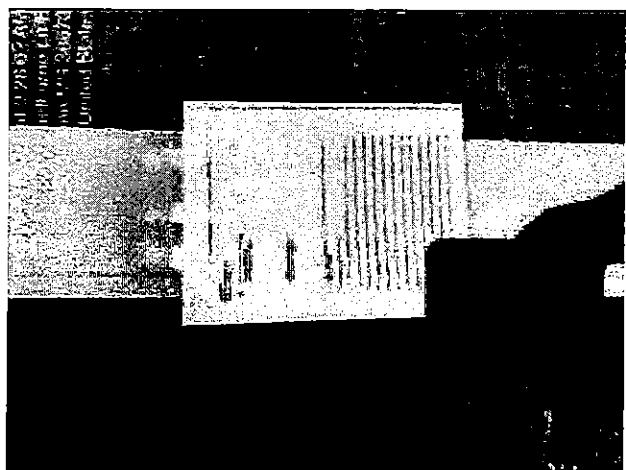


Dec 31 2021 at 09:56 AM
1950 Spillman Pl E
San Diego, CA 92162
United States





Dec 21 2021 at 9:48 AM
6350 Shelburne Ln E
Squamish BC V8S 3P7
United States



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



Date of Hearing:	December 27, 2021
Public Hearing Body:	Planning Commission
Applicant:	Jason Ishee- Eat Drink Enjoy LLC c/o Machado Patano Architects 918 Howard Avenue Suite F Biloxi, MS 39530 228-388-1950
Total Acreage:	1.503 acres
Existing Zone:	Planned Unit Development (Silo Square)
Location of Design Review Application	Silo Square Commercial Phase 1 lot 4. Southwest corner of Getwell Road and May Blvd.
Comprehensive Plan Designation:	Mixed Use
Staff Comments: The applicant is requesting design review approval for Georgia Blues restaurant to be located on lot 4 of Silo Square Commercial Subdivision. The following items were submitted: Building Elevations: The applicant is proposing to use a majority of brick for the building façade which is shown in Cherokee Old Savannah gray and gray mortar. A soldier course line is proposed just above the second story patio area, above the bottom floor windows and also as the capping on the brick knee walls of the bottom floor patios. Additional materials include EIFS for the cornice area along the roofline as well as portions of the wainscot area of the larger storefront columns. This color is identified as 16075 and is a light grey/cream neutral color. The patio fencing is shown as a metal railing painted black which will tie in with the overall building signage shown in black as well as the covered patios columns shown in black. There are exposed egress stairs on the south elevation which are also visible on the east side (Getwell Road) that are shown to match the fence railing materials and color. Metal canopies in black are shown over all exterior doorways and patio areas that protrude out from the main building. A decorative trellis is shown centered on the building on the east elevation which extends up from the bottom floor to the peak of the patio insets on the second floor which is meant to be decorative and includes a GB logo. The storefronts and window lines are shown in black with glazed glass.	

The photometric plan was submitted which shows the illumination projections for the parking lot lighting which is identified in the specs as tapered aluminum poles with flat head LED lighting. It is unclear as to the overall height chosen by the applicant. Additional lighting submitted shows flush wall mounted down lights for the exterior of the building in black. There are no submitted documents for decorative street lighting. In reviewing the submitted documents there is a reference to the electrical plan.

Landscaping:

The landscape plan incorporates the following materials:

Shade trees- Red Maple at 3.5" caliper

Ornamental trees- White Natchez Crape myrtle and American redbuds at 2.5" caliper

Shrubs: Green mountain boxwoods installed as 5 gallon minimums

The applicant is showing a continuation of the redbuds and crape myrtles along Getwell Road which will be installed by the developer to remain consistent with the entire Silo Square frontage. The applicant has added a single line of the boxwoods behind the tree scape and in front of the parking stalls. Along May Blvd. the applicant is mimicking the Planters Bank side which has a red maple at a 1:30 ratio planting and a single crape myrtle in between. The interior parking medians incorporate a single redbud with additional boxwoods. This design also carries into the building perimeter on all sides. On the west side of the building between the parking area and the main entrance the applicant is incorporating a decorative stone which is identified as a pervious landscape material on the material schedule.

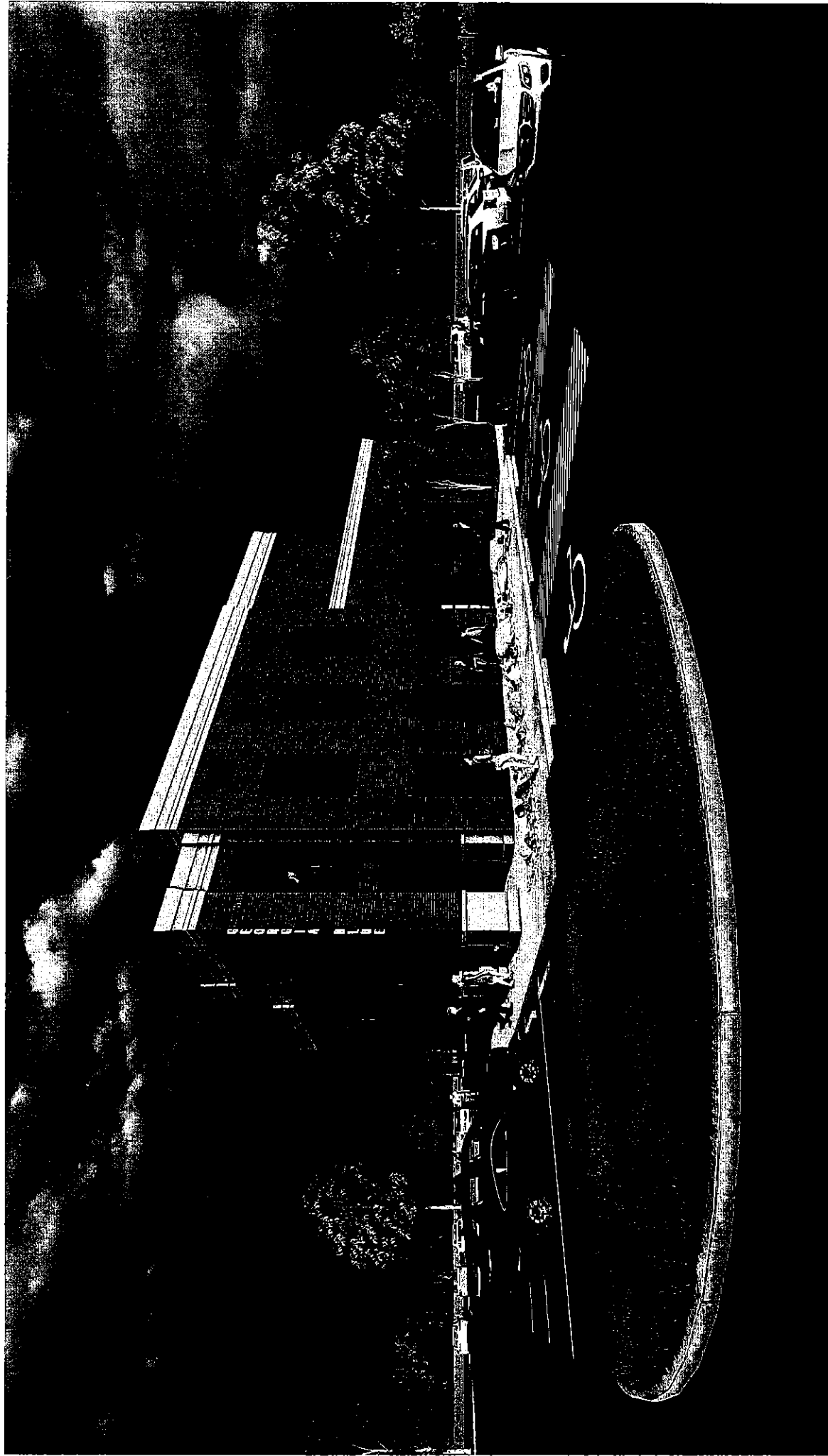
Staff Recommendations:

Staff is agreeable with the overall design of the building and believes it will be a positive for the Silo Square area. Staff would like to see this design capture both the modern design of Tekila and also an aspect of the old town main street look of the May Blvd. buildings. A small thing that could achieve this would be the mortar on the building which could provide a deeper and more dimensional look to the building. By going a few shades lighter the bricks become more pronounced and adds to the look of the building. Additionally mortar can add character to a building if used in an aesthetic way such as smearing it to give an aged look to the building which would create a tie into the Main Street design that is along May Blvd. OR using the extruded joint concept which also provides an aged look. Other possibilities could be to introduce some of the decorative grates at the roof parapet lines from the May Blvd. buildings into this design as well. Staff would ask for administrative approval to work with the applicant on this small final revision.

The planting schedule provides the required sizes to comply with the ordinance. Staff would like to see some additional shrubbery added to the area along Getwell Road to break up the long monotonous row of boxwoods. The applicant could replace increments of the boxwood with something different to add diversity and color into the mix. Additionally, staff would like to see some seasonal beds and/or more material added to the four medians on the corner of the building to infill some of the space where the three boxwoods are shown.

As with all new developments, decorative lighting is required which in Silo Square is set to be black acorn lights. The applicant needs to incorporate these lights into the streetscape of both Getwell Road and May Blvd. to match the existing properties.

Staff recommends approval with the above stated comments.



MP MACHADO | PATANO
ENGINEERING + ARCHITECTURE
MIP DESIGN GROUP
BRADFORD A. JONES, ARCHITECT

GEORGIA BLUE RESTAURANT

SOUTH HAVEN | MISSISSIPPI

The renderings shown represent an artist's concept only and may vary in detail, scale, scope, and design in the final Construction Documents. Architect/Engineer reserves the right to modify this design as required and shall not be held liable to provide any contract shown herein.

[illegible]

GENERAL EXT. ELEV. NOTES

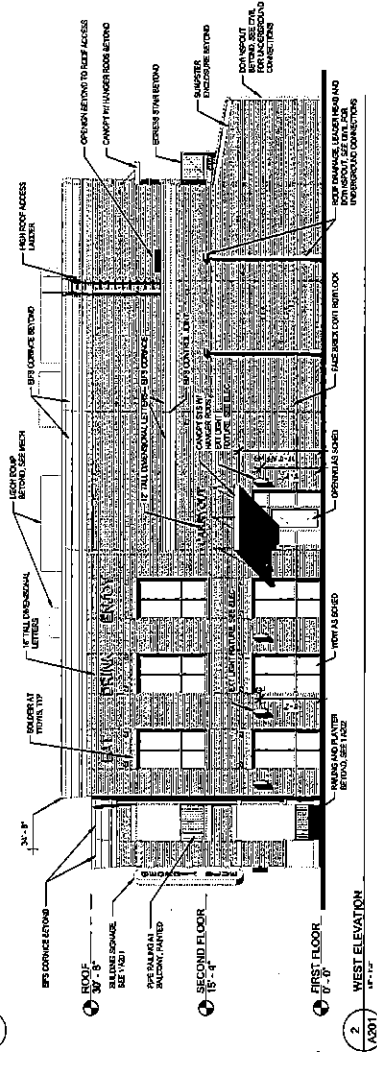
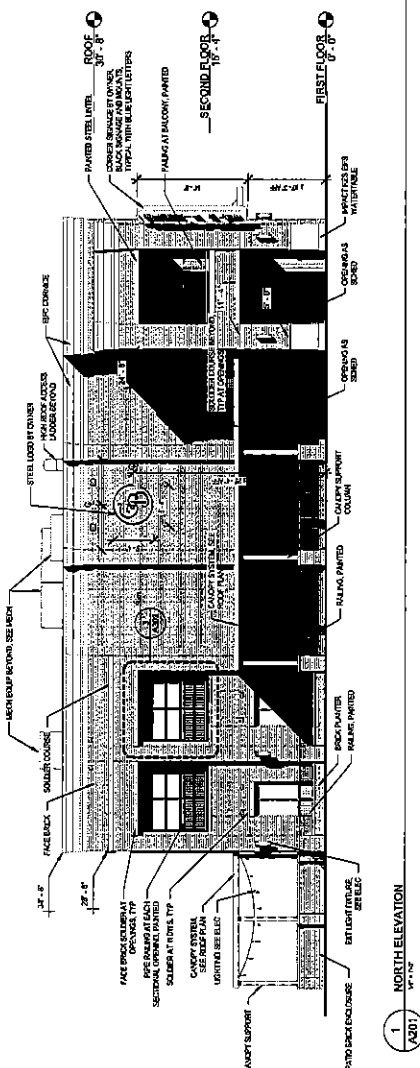
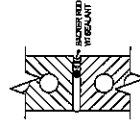
- [illegible]

CONTROL JOINT LOCATION - GENERAL NOTES:

- [illegible]

CONTROL AND EXPANSION JOINT NOTES:

1. **TOOL JOINTS TO ENSURE FULL CONTACT WITH AND ADHESION TO**
SUBSTRATE.
2. **ENSURE THAT PREPARATION IS CLEAN AND FREE OF OILS TO ALLOW FULL**
ADHESION OF SEALANT. ADVISE PROMPTLY TO AVOID ANY ADHESION TO SEALANT
TO SUBSTRATE AS FINAL.
3. **SEALANT DEPTH:**
a. 1/8" DEPTH FOR 1/4" JOINTS
b. 3/16" TO 1/2" DEPTH FOR JOINTS UP TO 1/2"
c. 1/2" DEPTH FOR JOINTS 1/2" ON UPWARD, BUT NOT
MORE THAN 1/4"
4. **JOINT FILLER BACKER ROD CONTROLS DEPTH OF SEALANT EXISTING**
WITHIN JOINT. BACKER ROD SHOULD BE USED TO PREVENT SEALANT
FROM CURING TO SUBSTRATE.



GEORGIA BLUE - SOUTHAVEN

Project Address

EAT DRINK ENJOY LLC

EXTERIOR ELEVATIONS

SCALE: AS SHOWN

PROJECT NO. 2021-001

DATE: 01/15/21

DESIGNED BY: JAS

NO.	DATE	REVISION / SUBMITTAL
1	02/23	REVISED
2	03/01	REVISED
3	03/01	REVISED
4	03/01	REVISED
5	03/01	REVISED
6	03/01	REVISED
7	03/01	REVISED
8	03/01	REVISED
9	03/01	REVISED
10	03/01	REVISED

HACHADO PATANO ENGINEERING

218 HOWARD AVE SUITE F
ALBUQUERQUE, NM 87102
505.262.3818 FAX 505.262.3819
www.hpeeng.com

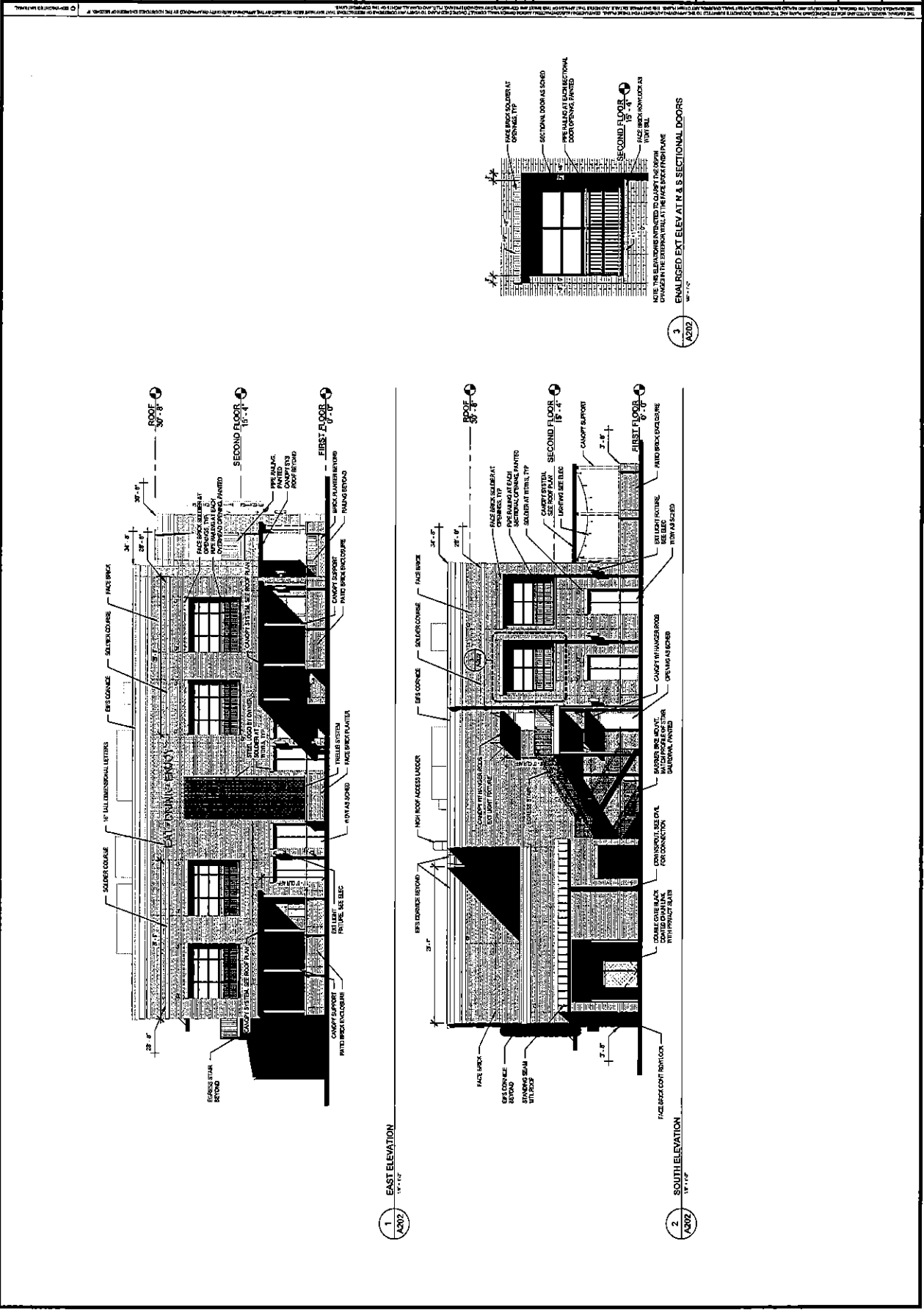
MIP DESIGN GROUP

10000 N. ALBUQUERQUE BLVD. SUITE 100
ALBUQUERQUE, NM 87112
505.262.3818 FAX 505.262.3819
www.mipdesign.com

VERIFY SCALES

SCALE: ONE INCH EQUALS FOUR FEET

IF NOT INDICATED, THE SCALE OF THE ELEVATION SHALL BE ONE INCH EQUALS FOUR FEET



adam.podan@kvm.virtuozzo.com 12/2/2012 12:46 PM PT
adam.podan@kvm.virtuozzo.com 12/2/2012 12:46 PM PT

City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	December 27, 2021
Public Hearing Body:	Planning Commission
Applicant:	Happy Hour Entertainment, LLC 6230 River Green Cove Memphis, TN 419-371-0609
Total Acreage:	1.997 acres
Existing Zone:	PUD (Silo Square)
Location of Subdivision Application	West side of Getwell Road between May Blvd. and Wildflower Lane
Comprehensive Plan Designation:	Mixed Use/Commercial
Staff Comments: The applicant is requesting subdivision approval to revise lot 6 of Silo Square Commercial Subdivision on the west side of Getwell Road, between May Blvd. and Wildflower Lane. Per the overall PUD master plan this outparcel is shown as a single approx. 2 acre lot and it was approved as such; however, the applicant, The Tap Room does not have a need for the total area and has a potential restaurant wanting to purchase the secondary lot. It has been discussed with the overall developer that the subdivision of this lot will be required to provide cross access between the two lots which has been agreed to. Both lots will now encompass approximately 1 acre each. There is no proposed access to Getwell Road, which was a contingency of the overall plan.	
Staff Recommendations: The submittal is compliant with all bulk regulations set forth in the ordinance and subdivision regulations. Staff has no further comments and recommends approval.	



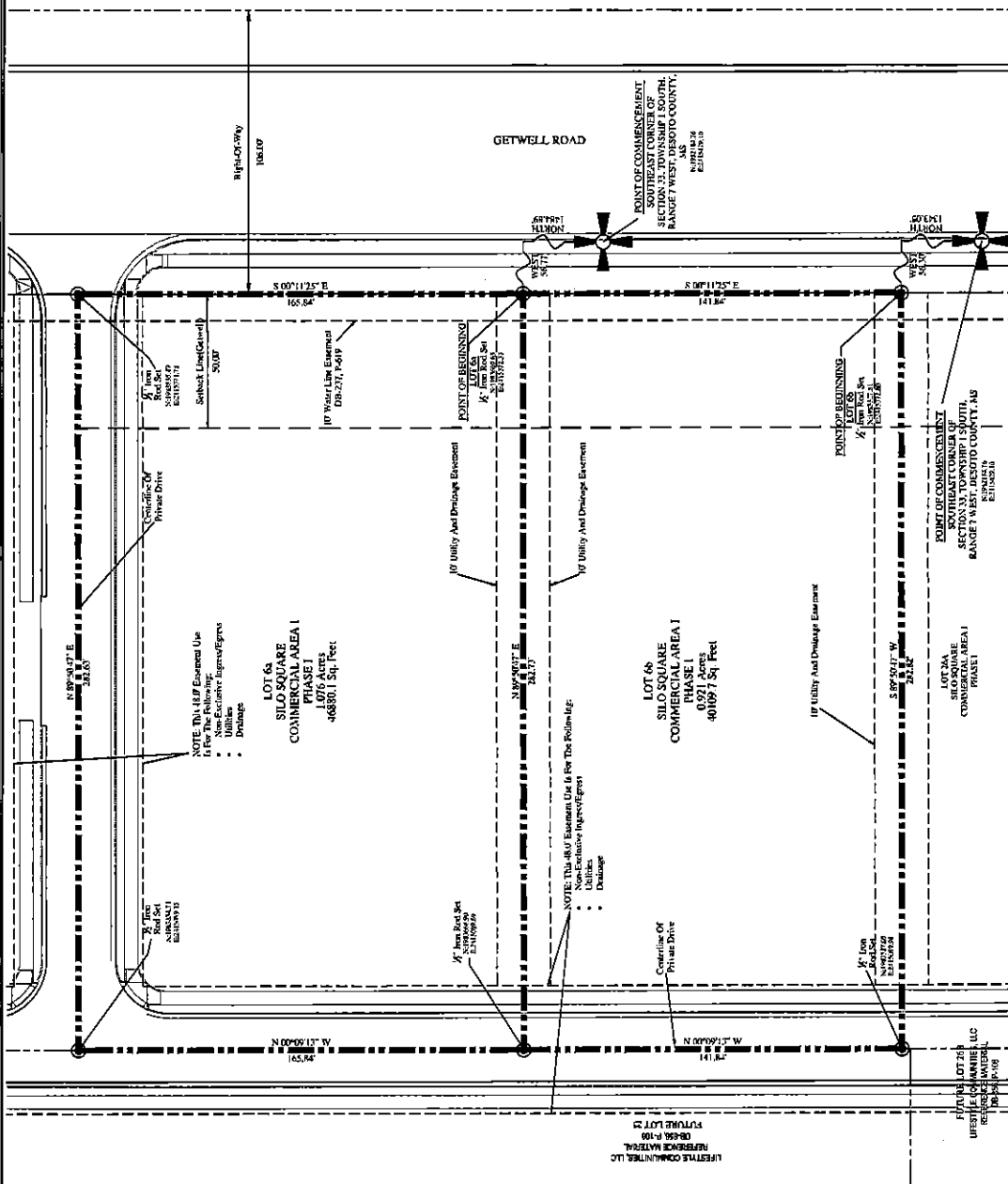
NO.	DATE	REVISIONS:
1	01/11/2011	1. Initial Survey
2	01/11/2011	2. Final Survey
3	01/11/2011	3. Final Survey
4	01/11/2011	4. Final Survey
5	01/11/2011	5. Final Survey
6	01/11/2011	6. Final Survey
7	01/11/2011	7. Final Survey
8	01/11/2011	8. Final Survey
9	01/11/2011	9. Final Survey
10	01/11/2011	10. Final Survey

PLAT OF SURVEY FOR SILO SQUARE COMMERCIAL AREA I PHASE I, LOT 6-AMENDED

A FRACTION OF THE SE 1/4 OF SEC. 33, T.1-S., R.7-W., DESOTO COUNTY, MISSISSIPPI

NO.	DATE	REVISIONS:
1	01/11/2011	1. Initial Survey
2	01/11/2011	2. Final Survey
3	01/11/2011	3. Final Survey
4	01/11/2011	4. Final Survey
5	01/11/2011	5. Final Survey
6	01/11/2011	6. Final Survey
7	01/11/2011	7. Final Survey
8	01/11/2011	8. Final Survey
9	01/11/2011	9. Final Survey
10	01/11/2011	10. Final Survey

PAGE TWO
1.0



-SURVEYOR'S NOTES-

1. The Property Has A Land Use Classification Of "C" As Defined In Appendix "C" And The Boundary Survey Made The Maximum Quality Requirements For Condition "C" As Defined In Appendix "C" Of The "MISSISSIPPI STANDARD OF PRACTICE FOR SURVEYING".
2. All Bearings Are Based On Magnetic North. True North Coordinates System (GCS NAD 83) Are Determined By Enclosed Observations Using A Convergence Of (0° 13' 38").
3. All Distances Shown On This Plat Have The Following Details:
4.1. All Distances Shown On This Plat Have The Following Details:
4.2. Front: 25.0' (Along Future Public Road)
4.3. Back: 25.0' (Along Future Public Road)
4.4. Side: 25.0' (Along Future Public Road)
4.5. Rear: 25.0' (Along Future Public Road)
4. All Distances Shown On This Plat Have The Following Details:
4.1. All Distances Shown On This Plat Have The Following Details:
4.2. Front: 25.0' (Along Future Public Road)
4.3. Back: 25.0' (Along Future Public Road)
4.4. Side: 25.0' (Along Future Public Road)
4.5. Rear: 25.0' (Along Future Public Road)
5. Date Of Field Survey: November, 2011
6. All "Future Lots" Are Subject To Change.
7. All Property Owners Are 1/2" X 1/2" Noted Otherwise On This Plat
8. The Survey Is Subject To Any Easements Recorded Or Unrecorded, Shown Or Not Shown On This Plat.
9. This Property Is Located In Zone "C" According To The Flood Insurance Rate Map No. 28033C0070N, Community No. 28033C, Flood No. 0071, South 14, Dated 05/04/2014.
10. This Property Is Located In Zone "C" According To The Flood Insurance Rate Map No. 28033C0070N, Community No. 28033C, Flood No. 0071, South 14, Dated 05/04/2014.

LEGEND

These standard symbols may be found in this drawing.

- PROPERTY LINES
- EASEMENTS
- EASEMENT LINES
- SETBACK LINES
- SETBACK LINES
- SETBACK LINES
- ELECTRIC LINES
- GAS LINES
- TELEPHONE LINES
- BUILDING LINES



1/2" X 16" IRON ROD

EXISTING MONUMENTS

0 30 60 80

-DESCRIPTION OF LOT 66-

This Description Is Based On The Mississippi State Plane Coordinate System, West Zone, NAD 83 GDA Volumes, U.S. Survey Feet, Using A Scale Factor Of 0.999999168 And A Convergence Angle Of 0° 13' 38" Calculated At The Point Of Beginning. The Point Of Beginning Is Located At The Southeast Corner Of Section 33, Township 1 South, Range 7 West, Desoto County, Mississippi And Containing 1.076 Acres. This Property Being Lot 66 Of Silo Square P.L.D., Commercial Area I, Phase I. This Description Being In More Details As Compared At The Southeast Corner Of Section 33, Township 1 South, Range 7 West, Desoto County, MS (N-1882184.76, E-2415429.10), Run Thence Due North A Distance Of 1494.89 Ft. To A Point, Thence Due West A Distance Of 56.77 Ft. To A 1/2" Iron Rod Set On The Line Between Sections 33 And 34, Thence Due West 1/2" Iron Rod Set Along The POINT OF BEGINNING (N-1883689.85, E-2415372.83); Run Thence S 89°50'47" W Leaving Said Right-Of-Way Line A Distance Of 202.73 Ft. To A 1/2" Iron Rod Set In The Centerline Of A Private Drive; Thence N 0°09'13" W Along Said Centerline A Distance Of 162.84 Ft. To A 1/2" Iron Rod Set At The Intersection Of Said Private Drive; Thence N 89°50'47" E Along Said Private Drive A Distance Of 202.73 Ft. To A 1/2" Iron Rod Set On The aforementioned West Right-Of-Way Line Of Getwell Road; Thence S 0°11'25" E Along Said Right-Of-Way Line A Distance Of 162.84 Ft. To The POINT OF BEGINNING Of This Description.

-DESCRIPTION OF LOT 66-

This Description Is Based On The Mississippi State Plane Coordinate System, West Zone, NAD 83 GDA Volumes, U.S. Survey Feet, Using A Scale Factor Of 0.999999168 And A Convergence Angle Of 0° 13' 38" Calculated At The Point Of Beginning. The Point Of Beginning Is Located At The Southeast Corner Of Section 33, Township 1 South, Range 7 West, Desoto County, Mississippi And Containing 0.921 Acres. This Property Being Lot 65 Of Silo Square P.L.D., Commercial Area I, Phase I. This Description Being In More Details As Compared At The Southeast Corner Of Section 33, Township 1 South, Range 7 West, Desoto County, MS (N-1882184.76, E-2415429.10), Run Thence Due North A Distance Of 1343.05 Ft. To A Point, Thence Due West A Distance Of 56.30 Ft. To A 1/2" Iron Rod Set On The Line Between Sections 33 And 34, Thence Due West 1/2" Iron Rod Set Along The POINT OF BEGINNING (N-1883689.85, E-2415372.83); Run Thence S 89°50'47" W Leaving Said Right-Of-Way Line A Distance Of 202.73 Ft. To A 1/2" Iron Rod Set In The Centerline Of A Private Drive; Thence N 0°09'13" W Along Said Centerline A Distance Of 141.84 Ft. To A 1/2" Iron Rod Set At The Intersection Of Said Private Drive; Thence N 89°50'47" E Along Said Private Drive A Distance Of 202.73 Ft. To A 1/2" Iron Rod Set On The aforementioned West Right-Of-Way Line Of Getwell Road; Thence S 0°11'25" E Along Said Right-Of-Way Line A Distance Of 141.84 Ft. To The POINT OF BEGINNING Of This Description.

-DESCRIPTION OF LOT 6a-

THIS DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 GRID VALUES, U.S. SURVEY FEET, USING A SCALE FACTOR OF 0.99986168 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, CONTAINING 1.076 ACRES, THIS PROPERTY BEING LOT 6A OF SILO SQUARE P.L.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 1484.89 FT TO A POINT, THENCE DUE WEST A DISTANCE OF 56.77 FT TO A 1/2" IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF GETWELL ROAD, SAID 1/2" IRON ROD SET BEING THE POINT OF BEGINNING (N-1983689.65, E-2415372.33); RUN THENCE S 88°50'47" W LEAVING SAID RIGHT-OF-WAY LINE A DISTANCE OF 282.73 FT TO A 1/2" IRON ROD SET IN THE CENTERLINE OF A PRIVATE DRIVE; THENCE N 07°09'13" W ALONG SAID CENTERLINE A DISTANCE OF 165.84 FT TO A 1/2" IRON ROD SET AT THE CENTERLINE INTERSECTION OF TWO PRIVATE DRIVES; THENCE N 88°50'47" E ALONG THE SAID CENTERLINE A DISTANCE OF 282.83 FT TO A 1/2" IRON ROD SET ON THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF GETWELL ROAD; THENCE S 00°11'25" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 165.884 FT TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

-DESCRIPTION OF LOT 6b-

THIS DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 GRID VALUES, U.S. SURVEY FEET, USING A SCALE FACTOR OF 0.99986168 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, CONTAINING 0.921 ACRES, THIS PROPERTY BEING LOT 6B OF SILO SQUARE P.L.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 1343.05 FT TO A POINT, THENCE DUE WEST A DISTANCE OF 56.30 FT TO A 1/2" IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF GETWELL ROAD, SAID 1/2" IRON ROD SET BEING THE POINT OF BEGINNING (N-1983577.81, E-2415372.80); RUN THENCE S 88°50'47" W LEAVING SAID RIGHT-OF-WAY LINE A DISTANCE OF 282.82 FT TO A 1/2" IRON ROD SET IN THE CENTERLINE OF A PRIVATE DRIVE; THENCE N 07°09'13" W ALONG SAID CENTERLINE A DISTANCE OF 141.84 FT TO A 1/2" IRON ROD SET IN THE CENTERLINE OF SAID PRIVATE DRIVE; THENCE N 88°50'47" E LEAVING THE SAID CENTERLINE A DISTANCE OF 282.73 FT TO A 1/2" IRON ROD SET ON THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF GETWELL ROAD; THENCE S 00°11'25" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 141.84 FT TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

-SURVEYOR'S CERTIFICATE-

THIS IS TO CERTIFY THAT I HAVE DRAWN THIS SUBDIVISION SHOWN HEREON AND THE PLAT OF SALE IS ACCURATELY DRAWN FROM INFORMATION FROM A GROUND SURVEY BY ME OR UNDER MY DIRECT SUPERVISION.

FORATHANE ADAMS
MISSISSIPPI (P. 0078)

-STATE OF MISSISSIPPI-
-COUNTY OF DESOTO-
-PLANNING COMMISSION-

I HEREBY CERTIFY THAT THIS IS A TRUE COPY AND THAT THIS PLAT WAS APPROVED BY THE SOUTHWEST PLANNING COMMISSION ON THIS THE _____ DAY OF _____, 20____.

CHAIRPERSON OF PLANNING COMMISSION

ATTEST:

SECRETARY
CITY OF SOUTHAVERN, MS

-STATE OF MISSISSIPPI-
-COUNTY OF DESOTO-
-CITY OF SOUTHAVERN-
-MAYOR'S OFFICE-

I HEREBY CERTIFY THAT THIS IS A TRUE COPY AND THAT THIS PLAT WAS APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVERN ON THIS THE _____ DAY OF _____, 20____.

DARREN MITCHELL WHITE
MAYOR
CITY OF SOUTHAVERN, MS

ATTEST:

-RESTRICTIVE COVENANTS-

THE PLATTED PROPERTY IS SUBJECT TO THOSE COVENANTS, RESTRICTIONS AND EASEMENTS AS SET FORTH IN DOCUMENT FILED FOR RECORD IN BOOK 874, PAGE 887, AND AS MAY OTHERWISE BE ALIENED 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.

-USE RESTRICTIVE COVENANTS-

THE PLATTED PROPERTY IS SUBJECT TO THE USE RESTRICTIVE COVENANTS, AS SET FORTH IN DOCUMENT FILED FOR RECORD IN BOOK 874, PAGE 777, AND IN BOOK 887, AND AS MAY OTHERWISE BE ALIENED 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.

-OWNER'S CERTIFICATE-

I, KRISHNA PATEL, AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, LIFESTYLE COMMUNITIES, LLC, DO HEREBY CERTIFY THAT THE PUBLIC UTILITIES 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 MANAGER OF HAPPY HOUR ENTERTAINMENT, LLC, OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE _____ DAY OF _____, 20____.

HAPPY HOUR ENTERTAINMENT, LLC
BY: KRISHNA PATEL, MANAGER
8230 RIVER GROVE COVE
MEMPHIS, TN 38120

SIGNATURE

-STATE OF MISSISSIPPI-
-COUNTY OF DESOTO-

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND SAID COUNTY AND STATE, THE WITHIN NAMED KRISHNA PATEL, WHO ACKNOWLEDGED THAT HE IS THE MANAGER OF HAPPY HOUR ENTERTAINMENT, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED HE EXECUTED THE FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO SO DO, GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

I, _____, AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, LIFESTYLE COMMUNITIES, LLC, DO HEREBY CERTIFY THAT THE PUBLIC UTILITIES 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 MANAGER OF LIFESTYLE COMMUNITIES, LLC, OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE _____ DAY OF _____, 20____.

COL UNITED MANAGEMENT INC.
BY: AUTHORIZED REPRESENTATIVE
8750 MWC ROAD
OLIVE BRANCH, MS 38664

SIGNATURE

-STATE OF MISSISSIPPI-
-COUNTY OF DESOTO-

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND SAID COUNTY AND STATE, THE WITHIN NAMED _____, WHO ACKNOWLEDGED THAT HE IS THE MANAGER OF COL UNITED MANAGEMENT INC., A MISSISSIPPI LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED HE EXECUTED THE FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO SO DO, GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

I, BRIAN D. HILL, AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, LIFESTYLE COMMUNITIES, LLC, DO HEREBY CERTIFY THAT THE PUBLIC UTILITIES 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 MEMBER OF LIFESTYLE COMMUNITIES, LLC OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE _____ DAY OF _____, 2019.

LIFESTYLE COMMUNITIES, LLC
BY: BRIAN D. HILL, MEMBER
1074 THOUSAND OAKS DRIVE, SUITE 1
HERNANDO, MS 38632

SIGNATURE

-STATE OF MISSISSIPPI-
-COUNTY OF DESOTO-

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND SAID COUNTY AND STATE, THE WITHIN NAMED BRIAN D. HILL, WHO ACKNOWLEDGED THAT HE IS THE MEMBER OF LIFESTYLE COMMUNITIES, LLC, MISSISSIPPI LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED HE EXECUTED THE FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO SO DO, GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE _____ DAY OF _____, 2019.

NOTARY PUBLIC

-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 _____ DAY OF _____, 20____, AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK _____ AT PAGE _____.

CHANCERY CLERK



NO.	DATE	REVISIONS:
1	DATE	REVISIONS
2	DATE	REVISIONS
3	DATE	REVISIONS
4	DATE	REVISIONS
5	DATE	REVISIONS
6	DATE	REVISIONS
7	DATE	REVISIONS
8	DATE	REVISIONS
9	DATE	REVISIONS
10	DATE	REVISIONS

CERTIFICATE SHEET
FOR
SILO SQUARE
COMMERCIAL AREA I
PHASE 1, LOT 6-A-MENDED
A FRACTION OF THE SE 1/4 OF SEC 33, T-1-S, R-7-W, DESOTO COUNTY, MISSISSIPPI

DATE:	10/18/2021
SCALE:	N/A
DESIGN BY:	P. SNEED
CHECKED BY:	T. ADAMS, P.E.
DRAWING NO.:	UNUSUAL PILE SAM

PAGE NO.

ALL ENGINEERING
CONSTRUCTION
DRAWINGS
SHALL BE
DRAWN
IN ACCORDANCE
WITH THE
PROVISIONS OF
THE
MISSISSIPPI
ENGINEERING
BOARD
REGULATIONS
AND
STANDARDS
FOR
PRACTICE
AND
CONDUCT
OF
ENGINEERS
AND
SURVEYORS
IN
THE
STATE
OF
MISSISSIPPI
AS
ADOPTED
BY
THE
MISSISSIPPI
ENGINEERING
BOARD
ON
JULY
1, 2011
AND
AS
AMENDED
THEREAFTER

2.0

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



Date of Hearing:	December 27, 2021
Public Hearing Body:	Planning Commission
Applicant:	Lou Sobh Honda 1105 Burford Road Cumming, GA 30041 770-813-1995
Total Acreage:	18.88 acres
Existing Zone:	Planned Commercial
Location of Design Review Application	South of Goodman Road, east of Elmore Road
Comprehensive Plan Designation:	Commercial

Staff Comments:

The applicant is requesting design review approval for Lou Sobh Honda on the south side of Goodman Road, east of Elmore Road. The following items were submitted:

Building Elevations:

The applicant is proposing to use primarily EIFS for the main portion of the building in white "Sandblast" color. The EIFS areas have been paneled to give more depth to the structure. The panels are rectangles going vertically along the entire façade of the building. This material and design has also been shown in a raised parapet line to cover the roof mounted equipment from view along the front. The wainscot area is proposed as a CMU block shown in "Anchor Old Castle" which appears to be a white/gray color. The front of the building has a heavy window line along the showroom area and the entrance feature. The entrance also includes a metal panel in "Eastman Blue" which is further accented by the Honda logo. The blue shown in this area is tied further to the building with the signage and accent bands shown along the frontage of the building. The service center along the front of the building has an aluminum storefront with glass to match the proposed front elevations. On the rear of the building the applicant shows additional overhead doors in a white painted metal material. As stated above there is roof mounted equipment which is screened with an EIFS parapet. There is also ground mounted equipment in the rear of the building shown to be screened with CMU block which matches the wainscot material.

The secondary building on site is an express wash facility for the vehicles on site. It is shown to be completely constructed with the CMU block with a blue accent band around the roofline to tie it into the overall design and color scheme. This building is located behind the main structure on the interior of the secured parking area.

Landscaping:

The landscape plan incorporates the following materials:

Shade trees: Nuttall Oak and Bald Cypress at 3" caliper

Ornamental trees: Hollywood Juniper, Eastern Red cedar and Sweetbay Magnolia with a minimum 8-10' in height; Eastern Redbud with a minimum 6-8' in height and Seedless Sweetgum at 2.5" caliper

Shrubs: Dwarf Yaupon holly, Golden Pacific juniper and Andorra juniper at 18" minimum spread, Carissa holly at 18" height minimum, Green Mountain boxwoods at 24"-30" minimum height, and Globe arborvitae 18"-24" minimum height.

Additional materials include Black Eyed Susan with a 1 gallon minimum, seasonal color and sod.

The applicant is proposing the streetscape area along Goodman Road with pairs of Sweetbay Magnolias along the west side of the entrance with a single shrub line behind the trees made up of both Globe arborvitae and Carissa holly. On the east side of the entrance the applicant is showing a single tree line with pairs of both Sweetbay magnolia and Eastern redbuds. Behind this area is a large area deemed for future development which is set to be sodded all the way to the creekline where the no disturb area begins. Along Elmore Road the applicant is showing a single Nuttall oak with a pair of Sweetbay magnolias on the north side of the entrance along with a single road of Dwarf Yaupons in front of the tree line. On the south side of the entrance, the applicant is showing signage (which is not approved in the DRB application) with a seasonal planting bed and two Andorra junipers. Jennings Drive shows a single group of three Eastern redbuds centered in the median between Elmore Road and the Jennings Drive entrance. The remainder of this road frontage is shown as sodded area only. On the interior lot lines which abut existing commercial user First Horizon Bank, the applicant has screened these two boundaries with a tight line of the Eastern redbuds and Hollywood junipers. Additional plantings in this area includes Nuttall oaks in the median areas backing up to this space and also in the area around the existing cell tower easement. The majority of the interior parking lot medians have a single line of the Golden Pacific juniper and sod. There are a few medians which also include a single Seedless sweetgum or a Nuttall oak. The Black Eyed Susans and boxwoods are shown in a single median at the front which is designed with an inset for a model car. There is also another inset area on the west side which incorporates the same design. There is a detailed design shown on the south end along the parking lot area adjacent to Jennings Drive which incorporates a single line of shrubs including the Carissa holly and the Globe arborvitae. Several Bald cypress are planting in a single line in this area which stretches all the way to the eastern property line and a mixture of the red buds, Sweetbay magnolias and Seedless sweetgum are shown around the entry point. The detention for the overall site is located in this linear frontage along Jennings Drive and carries to a larger detention area on the east side of the property.

The photometric plan submitted shows a standard LED parking lot light standing at 23 ½" in height with a flat LED area luminaire. The color is shown as 4000k which falls into the

warm/daylight shade required by the ordinance. There is no decorative lighting specs submitted with this plan.

Staff Recommendations:

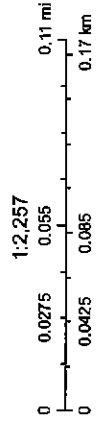
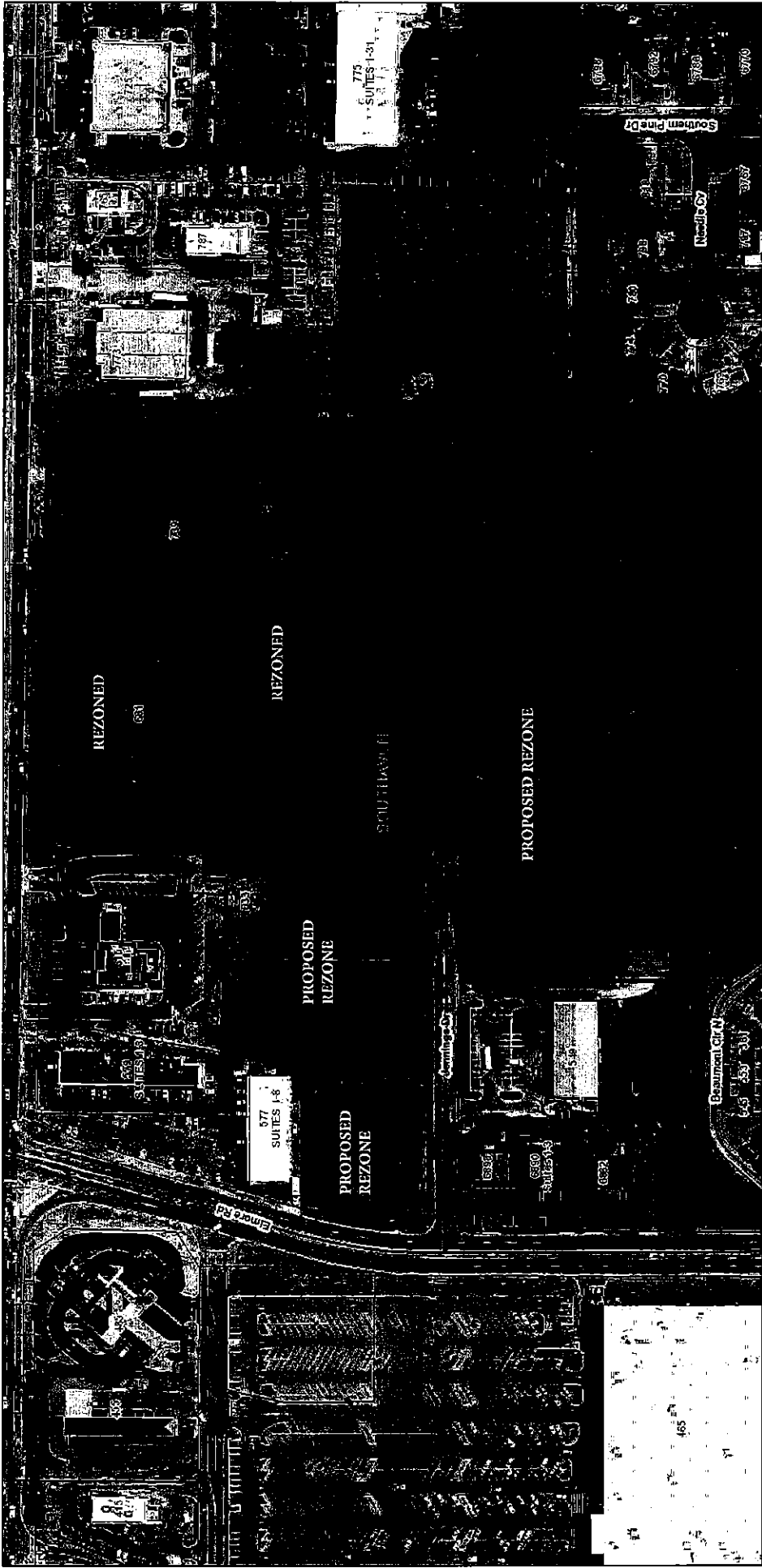
Staff is agreeable with the overall design of the building as it stands similar to the existing dealerships on Goodman Road which utilize a large amount of EIFS for their structures. Staffs only questions/concerns is regarding the CMU material which is very basic and not usually identified by staff as an acceptable exterior material unless it is the textured face type block. Staff will request the CMU block be a textured face block in a natural gray tone so it is not required to be painted to match the building.

The planting schedule provided does have several compliant minimum sizes identified. As a general note, the applicant should fix the material schedule to fit the minimums per city code for all materials which states shade trees at 3-3.5" caliper, ornamentals at 2.5" caliper or a minimum of 8-10' in height, shrubs with a minimum of 5 gallon planting size and all additional materials with a one gallon minimum.

Staff would like to see the planting design shown on the interior parking area of Jennings Drive incorporated more into the streetscape along Elmore Road. Additionally, staff understands the need for dealerships to keep the tree line down on the interior of the site due to the maintenance; however, the streetscape along Goodman Road should provide more shade/ornamentals trees on both sides of the entry while also including a double staggered row of shrubs. It would be staff suggestion that the applicant use the Sweetbay in clusters of three along this area with a larger shade tree between the clusters to create a design that maintains all year. Season flowers should be on both sides of the entry points for both Goodman and Elmore Road.

As with all new developments, decorative lighting is required so the applicant needs to incorporate the acorn lighting (or alternative approved by staff) to each side of the entryways on both Goodman and Elmore while also incorporating them into the streetscape design along Goodman Road. As for the interior lighting, it has always been a concern of staff about the bleed off lighting so staff remains persistent with this and will want total confirmation from the applicant that the lighting will not affect the adjacent residential areas in any way. It should also be noted again that overhead speaker system was not approved for this site due to its location so staff wants to reiterate that in this report as well.

Staff recommends approval with the above stated comments.



July 30, 2021

ROSE
—CONSTRUCTION—

128 Highway 51 South
Covington, Tennessee 38019
(901) 478-3400
(901) 478-4812 fax

**McGehee
Nicholson
Burke
Architects**

3740 Business Drive
Suite 100
Memphis, Tennessee 38125
(901) 683-7897



HONDA

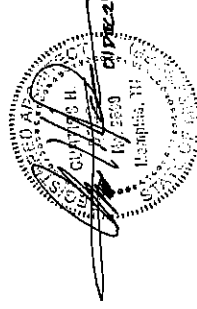
A NEW DESIGN/BUILD PROJECT FOR

LOU SOBH HONDA DEALERSHIP SOUTHAVEN

GOODMAN ROAD E, HWY 302
SOUTHAVEN, MISSISSIPPI, 38671

DRB PACKAGE

20-129-1
1 DECEMBER 2021



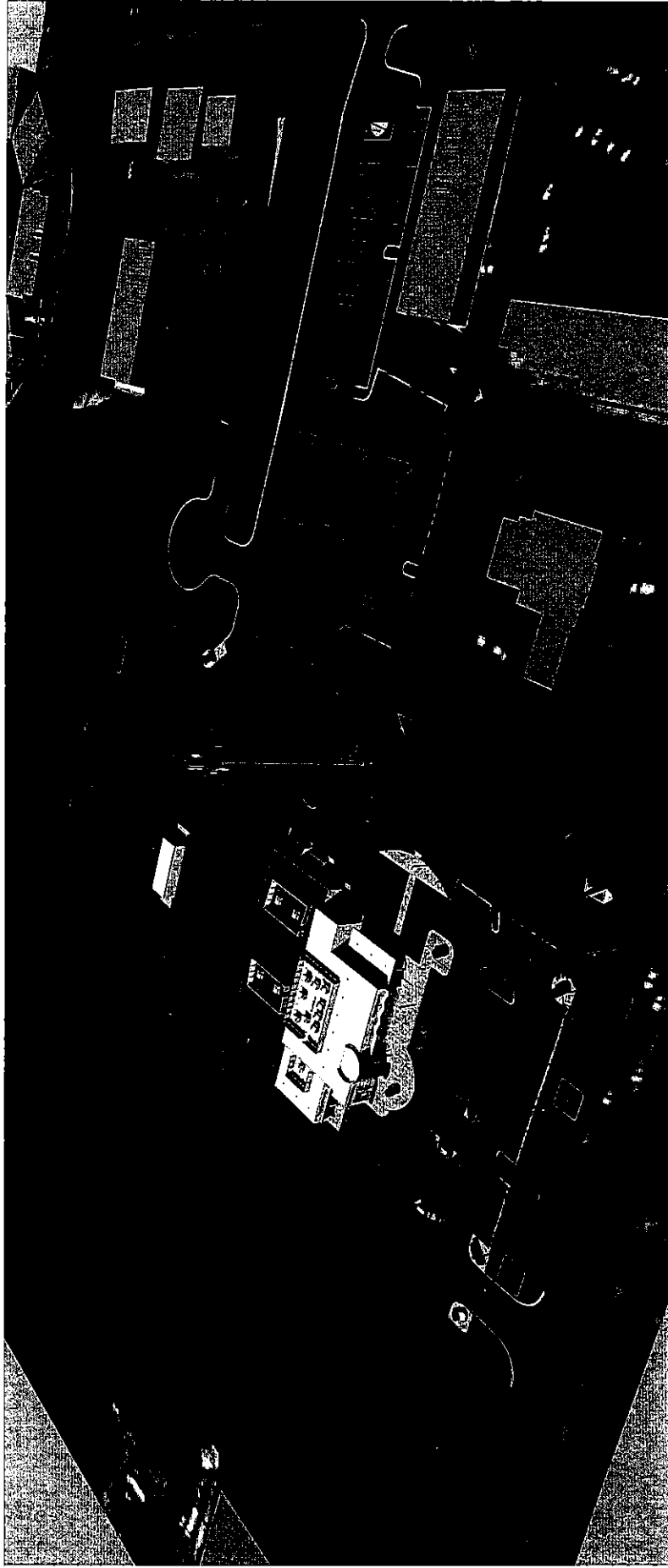
SET # _____



HONDA SITE RENDERING

**McGehee
Nicholson
Burke
Architects**

**LOU SOBIH
HONDA DEALERSHIP SOUTHAVERN**



BIRDSEYE FRONT

**McGehee
Nicholson
Bunko
Architects**

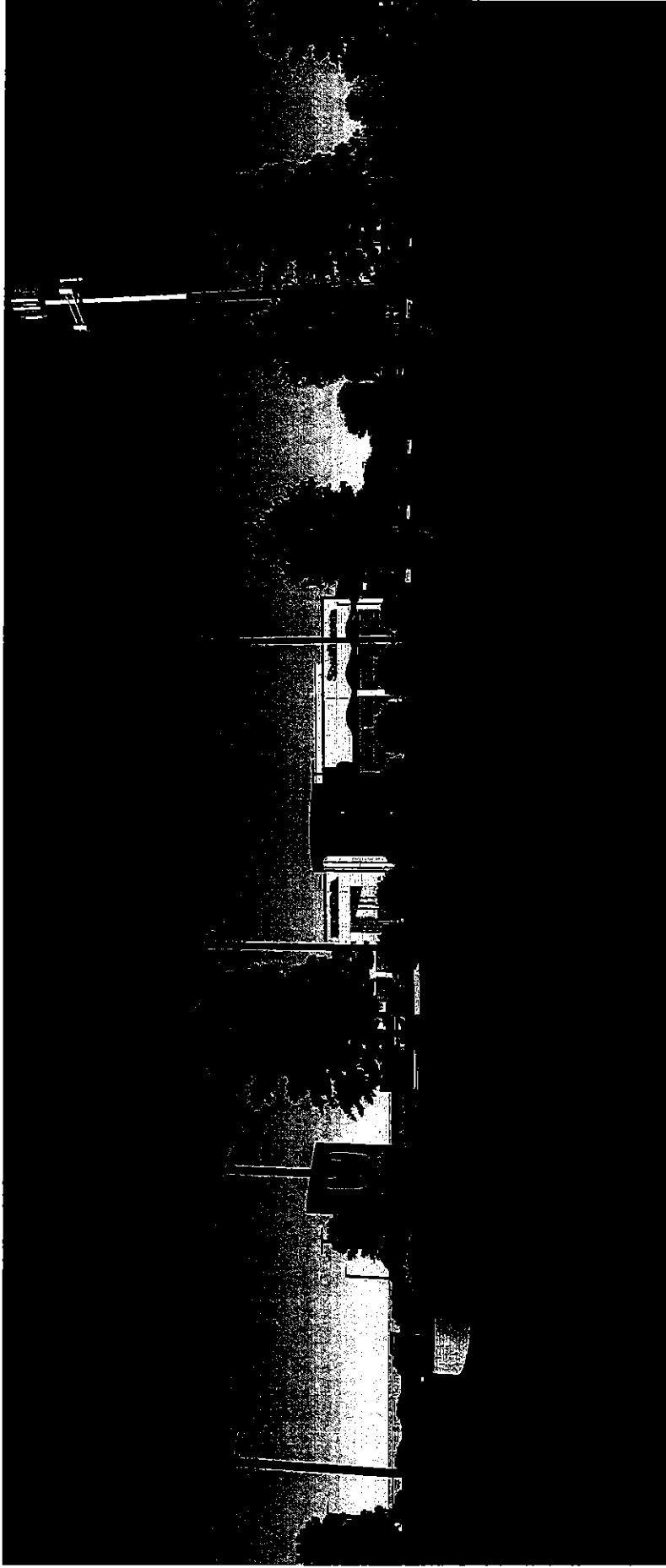
**LOU SOBHI
HONDA DEALERSHIP SOUTHAVERN**



BIRDSEYE REAR

**McGehee
Nicholson
Burke
Architects**

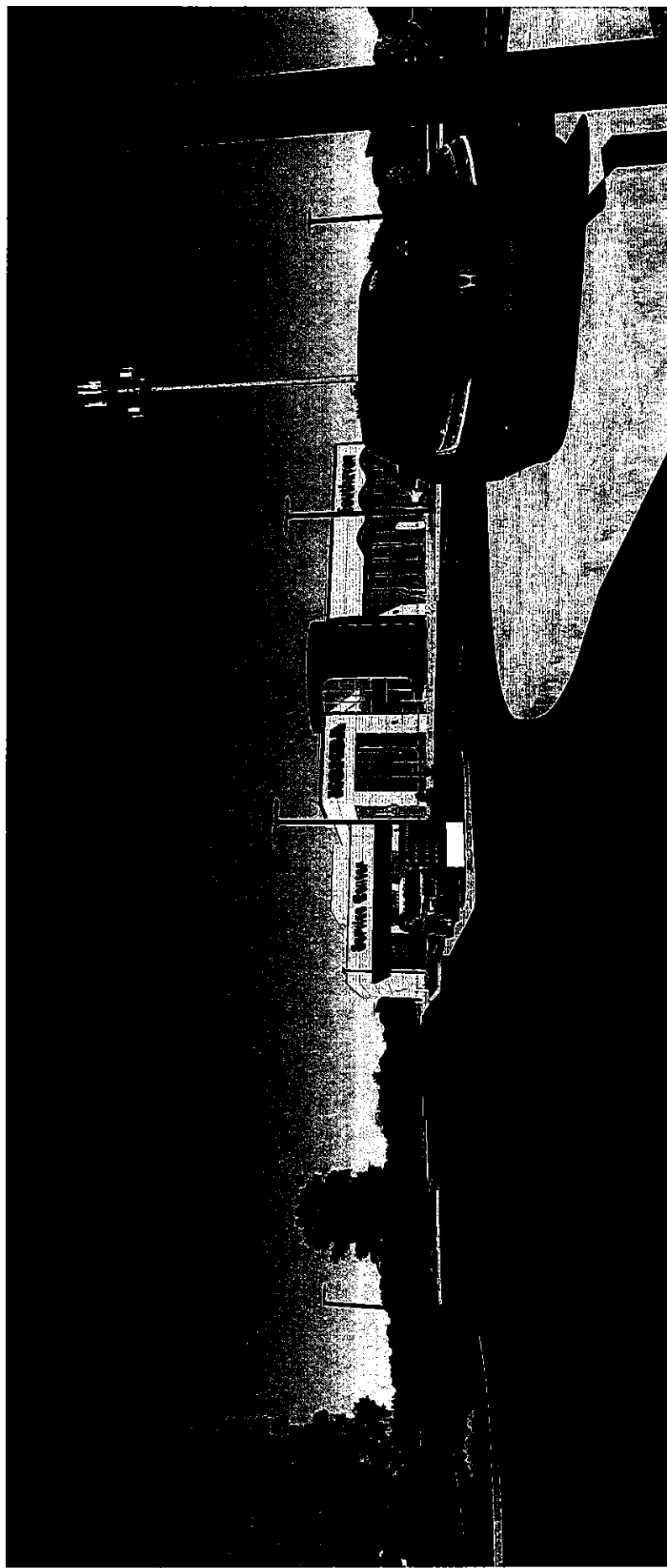
**LOU SOBIH
HONDA DEALERSHIP SOUTHAVERN**



GOODMAN ROAD

**McGehee
Nicholson
Burke
Architects**

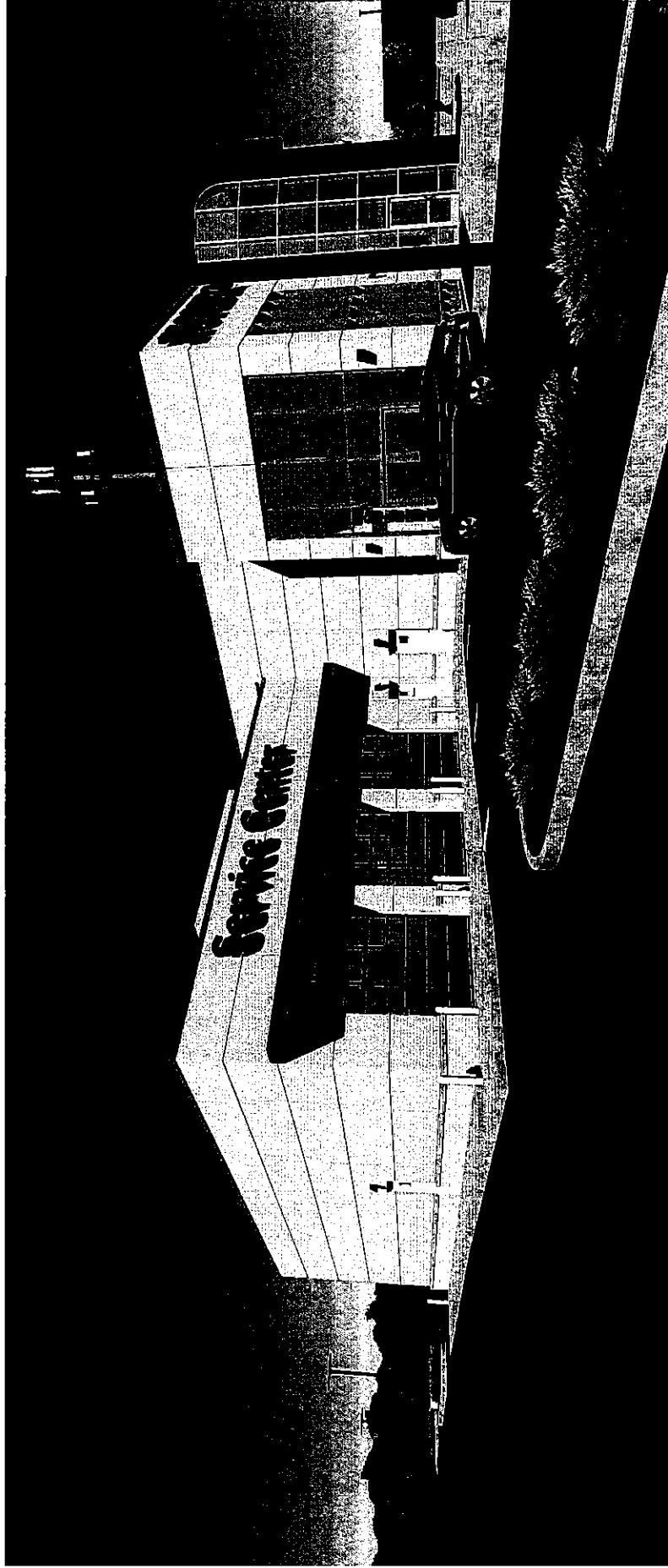
**LOU SOBHI
HONDA DEALERSHIP SOUTHAVERN**



ENTRANCE

**McGehee
Nicholson
Burke
Architects**

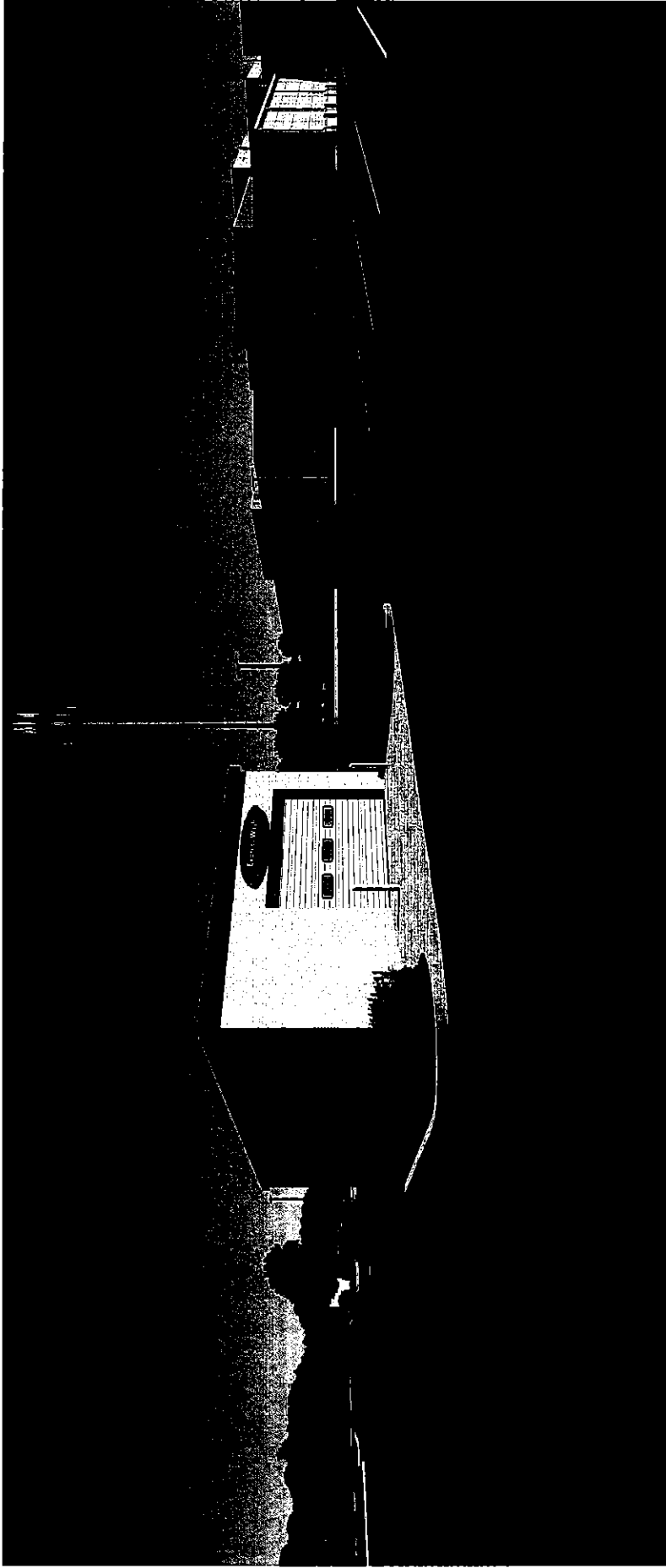
**LOU SOBHI
HONDA DEALERSHIP SOUTHAVERN**



SERVICE ENTRANCE

**McGehee
Nicholson
Burke
Architects**

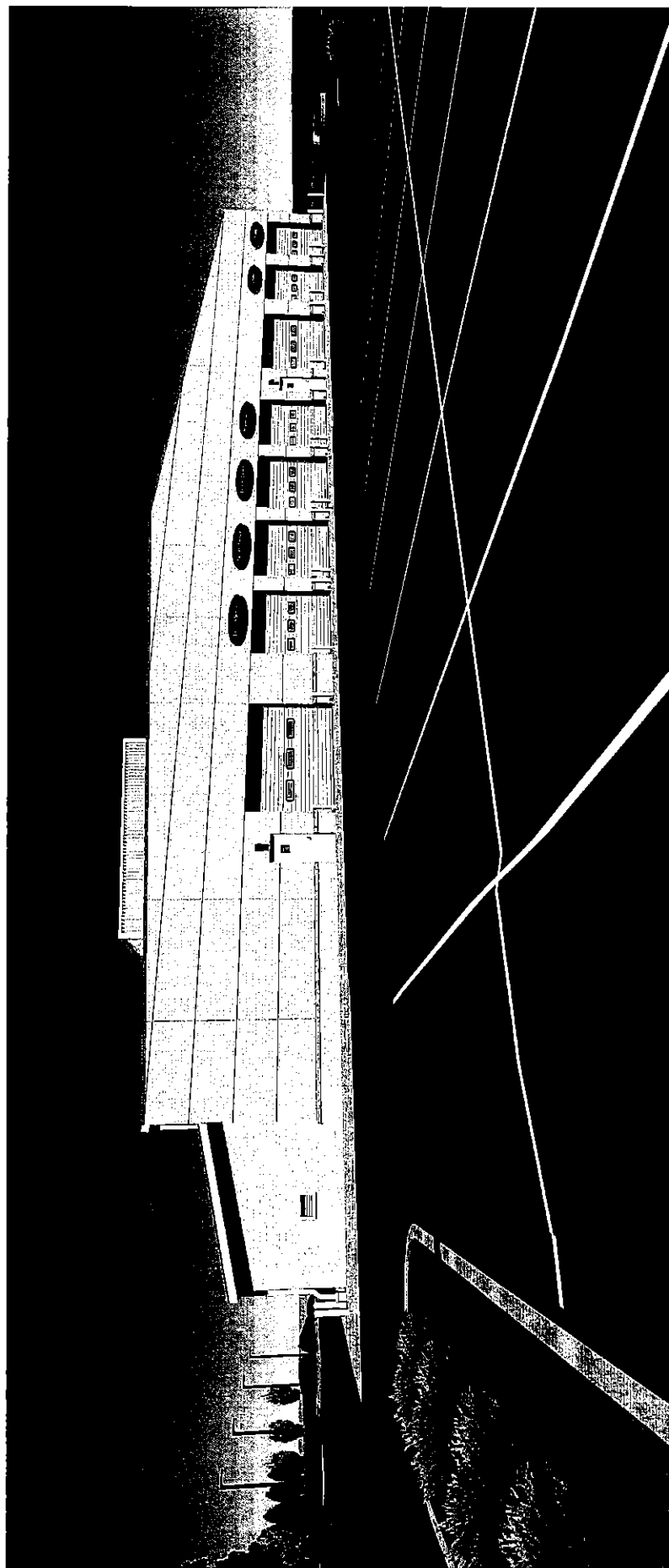
**LOU SOBHI
HONDA DEALERSHIP SOUTHAVERN**



EXPRESS WASH VIEW

**McGehee
Nicholson
Burke
Architects**

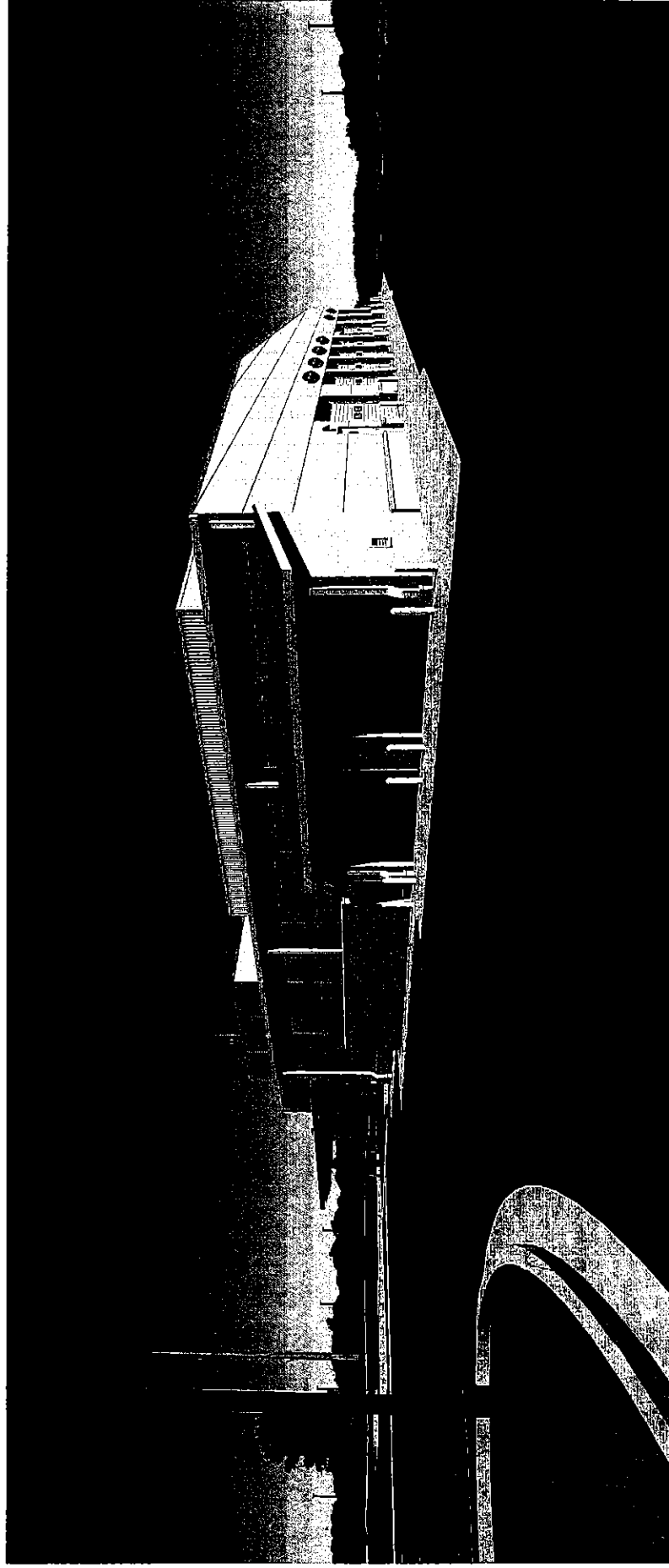
**LOU SOBHI
HONDA DEALERSHIP SOUTHAVERN**



SERVICE VIEW

McGehee
Nicholson
Burke
Architects

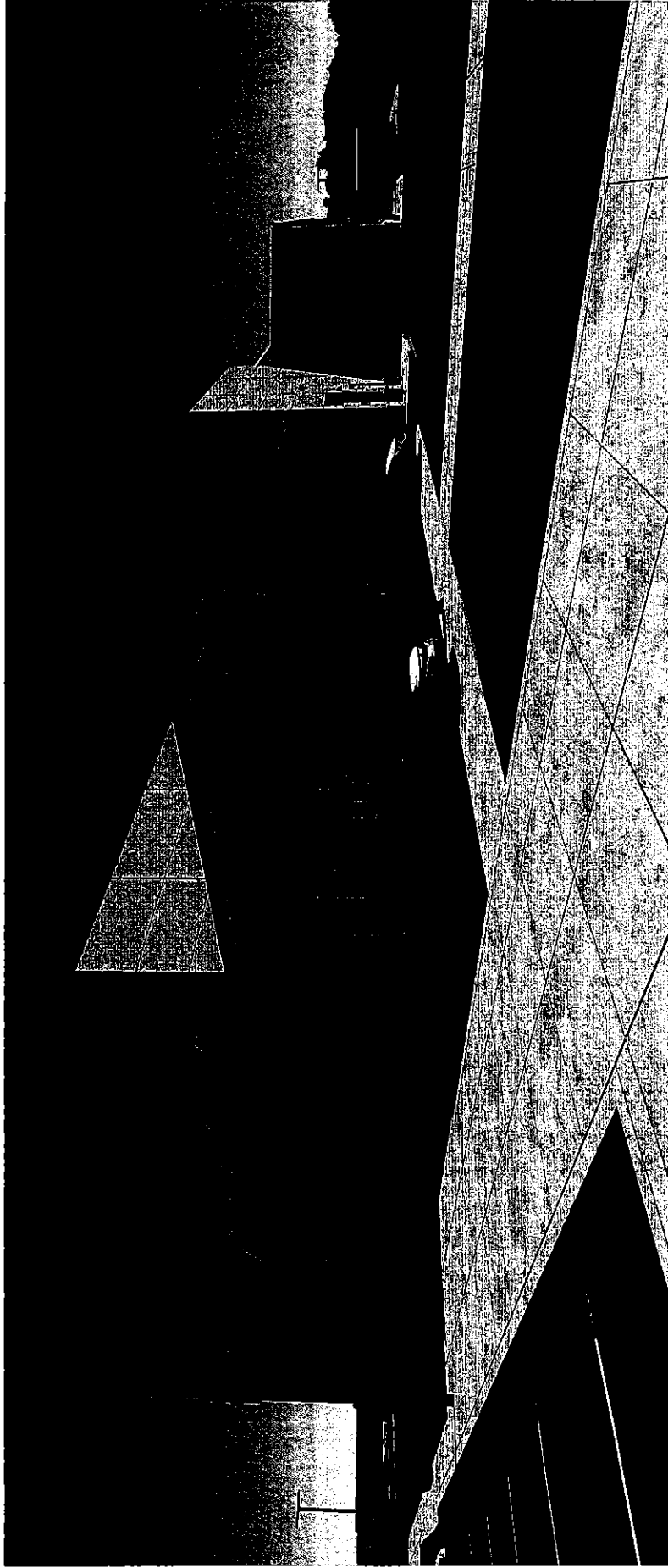
LOU SOBIH
HONDA DEALERSHIP SOUTHAVERN



STORAGE AND SCREEN WALL VIEW

**McGehee
Nicholson
Burke
Architects**

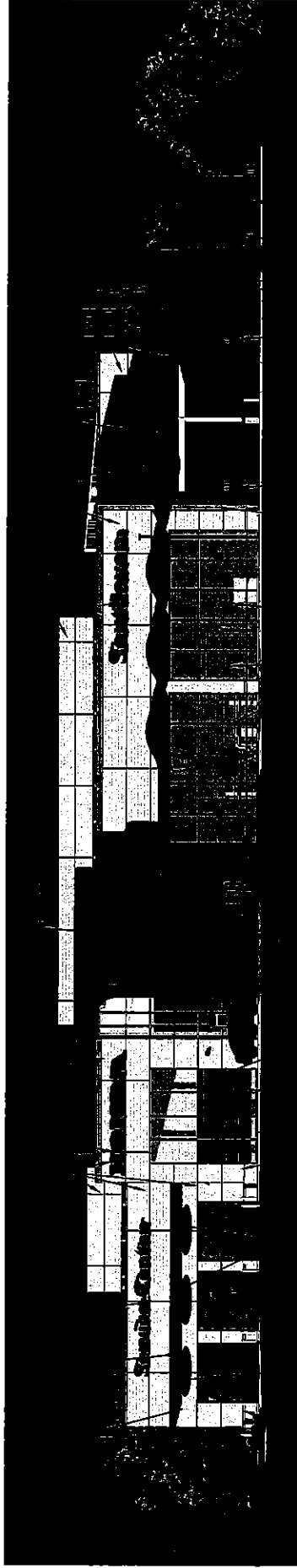
**LOU SOBHI
HONDA DEALERSHIP SOUTHAVERN**



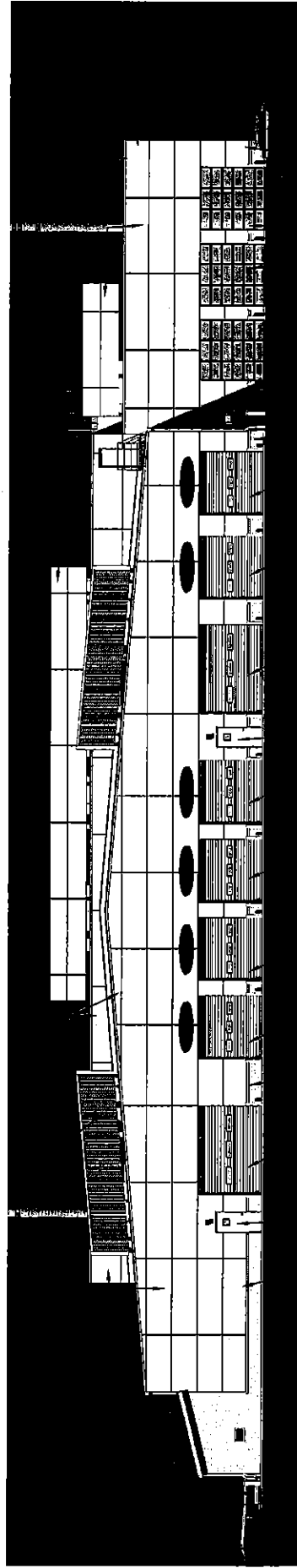
DELIVERY CENTER

**McGehee
Nicholson
Burke
Architects**

**LOU SOBHI
HONDA DEALERSHIP SOUTHLAVEN**



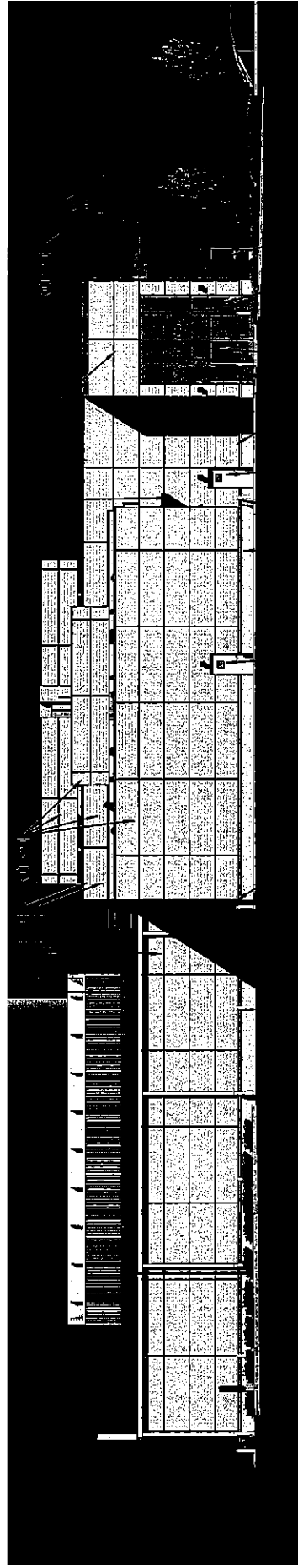
NORTH ELEVATION



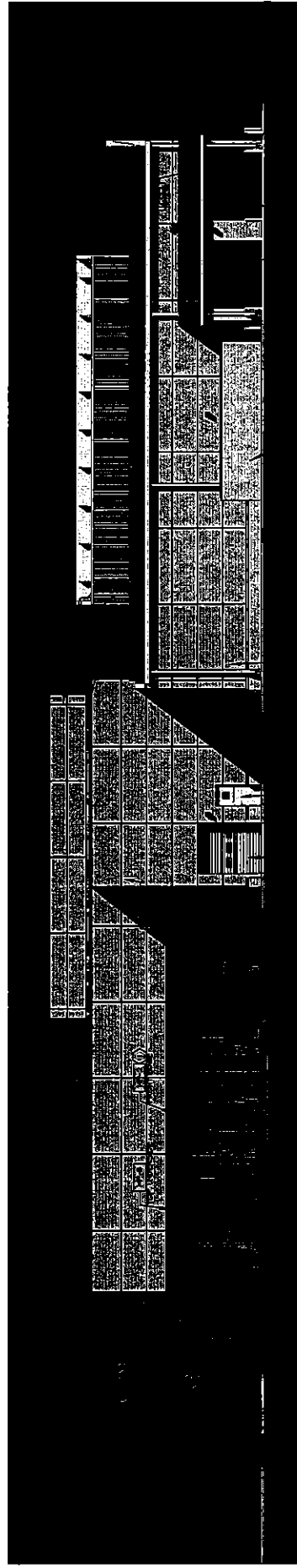
SOUTH ELEVATION

**McGehee
Nicholson
Burke
Architects**

**LOU SOBHI
HONDA DEALERSHIP SOUTHAVERN**



EAST ELEVATION



WEST ELEVATION

**McGehee
Nicholson
Burke
Architects**

**LOU SOBHI
HONDA DEALERSHIP SOUTHAVERN**

CF-1	CAP FLASHING	COPING, REYNOLAND COLORWELD 500, BONE WHITE R4BWFR
CMU-1	CONCRETE BLOCK	ANCHOR OLD CASTLE, 50-36 CLASSIC
CS-1	CAST STONE	NATURAL ROCKCAST
D-1	ALUM. & GL DOOR	MEDIUM STYLE CLEAR ANODIZED FINISH ALUMINUM AND GLASS
D-2	SOLID MAN DOOR	EP-1 CLASSIC COLORS 1B ALABASTER #876
D-3	ALUM. OHD. DOOR(GL)	METAL COLOR TO MATCH SF-1, CLEAR ANODIZED
D-4	ALUM. OHD DOOR	WHITE FACTORY FINISH
EIFS-1	EIFS	DRYVIT HONDA USA HOND-06-10305 USA, WHITE 1341E3 SANDBLAST
EG-6A	HONDA EMBLEM	REYNOLAND COLORWELD 500, BRIGHT SILVER METAL 4.0 FRC5BSM4
EG-7	HONDA NAME	HONDA LETTERS, FMS 285C PANTONE COLOR
EG-8	DEALER NAME	DEALER NAME LETTERS, FMS 285C PANTONE COLOR
EG-9	SERVICE CENTER	SERVICE CENTER LETTERS, FMS 285C PANTONE COLOR
EG-13A	OVAl SIGN	ILLUMINATED SERVICE RECEPTION SIGN, FMS 285C PANTONE COLOR
EG-13B	OVAl SIGN	ILLUMINATED EXPRESS SERVICE SIGN, FMS 285C PANTONE COLOR
EG-13C	OVAl SIGN	ILLUMINATED EXPRESS WASH SIGN, FMS 285C PANTONE COLOR
EG-13D	OVAl SIGN	ILLUMINATED DELIVERY CENTER SIGN, FMS 285C PANTONE COLOR
EG-13E	OVAl SIGN	ILLUMINATED PARTS SIGN, FMS 285C PANTONE COLOR
EG-13S	OVAl SIGN	ILLUMINATED DETAILING SIGN, FMS 285C PANTONE COLOR
EG-14A	DOOR VINYL LETTERS	PARTS RECEIVING LETTERS
MP-1	METAL PANEL	REYNOLAND COLORWELD 500, BRIGHT SILVER METAL 4.0 FRC5BSM4
MP-2	METAL PANEL	REYNOLAND COLORWELD 500, EASTMAN BLUE R4BEBFR
MP-3	METAL PANEL	REYNOLAND COLORWELD 500, BONE WHITE R4BWFR
MR-1	METAL SCREEN	NUCOR AMERICAN BUILDINGS SCREEN PANEL, REGAL WHITE - FVDF
MR-1	METAL ROOF	NUCOR AMERICAN BUILDINGS ROOF, GALVALUME - FVDF
SF-1	STORE FRONT	1" INSULATED GLASS CLEAR, CLEAR ANODIZED ALUMINUM
TR-1	TREX	GATE BOARDS, SADDLE COLOR
2	SIGNAGE	SIGNAGE CENTERED ABOVE OVERHEAD DOOR, AND CENTERED BETWEEN TOP OF DOOR AND BOTTOM OF CANOPY
6	EXTERIOR LIGHTING	LIGHTING ON BUILDING, BLACK COLOR
7	SIGNAGE	CENTERED ON WALL, COLOR FMS-285C PANTONE
11	CYLINDER	CYLINDER DIMENSIONS
12	EXTERIOR WINDOWS	INSTALL 1" INSULATED DUAL PANE GLASS FOR ALL EXTERIOR WINDOWS

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

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 21-19-44 and Local and Private Legislation Chapter 938 HB 1618, desires to make a donation to the Desoto County Economic Development Council Salute to Industry ("Council") for the purpose of promoting the Council, as it promotes the City, by attempting to secure various funding from the Mississippi Legislature for infrastructure projects vitally needed by the City, including, but not limited to widening of I-55 for increase traffic for the Landers Center events and activities, to assist with the increase and further promote tourism and convention opportunities within the City; and

WHEREAS, the City desires to donate Twenty-One Thousand Seven Hundred Fifty Dollars and 00/100 (\$21,750.00) to further those purposes previously set forth.

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

SECTION 1. Pursuant to Mississippi Code 21-19-44 and Local and Private Legislation Chapter 938 HB 1618, the Governing Body of the City hereby donates \$21,750.00 to the Council for the purpose of promoting the Council and promoting the City, as more fully set forth above.

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

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

Alderman Kristian Kelly	Voted: YES
Alderman Charlie Hoots	Voted: YES
Alderman William Jerome	Voted: YES
Alderman Joel Gallagher	Voted: YES
Alderman John David Wheeler	Voted: YES
Alderman Raymond Flores	Voted: YES
Alderman George Payne	Voted: YES

RESOLVED AND DONE, this 18th day of January 2022.


DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



BPT STRATEGIES, LLC

January 14, 2022

MAYOR DARREN MUSSELWHITE
CITY OF SOUTHAVEN
8710 Northwest Drive
Southaven, MS 38671

VIA EMAIL

Dear Mayor Musselwhite:

Thank you for the opportunity to send you this Proposal!

It is my understanding from our recent discussion that you would like to potentially engage my Firm to provide professional representation and consulting services on behalf of the City of Southaven specifically regarding the Hotel / Motel Tax.

My Firm is committed to providing the highest level of professional service and integrity while exceeding expectations and accomplishing your goals.

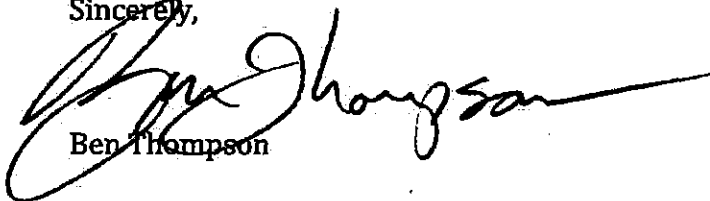
I'd be honored to represent you and the City of Southaven, and I can assure you I will prioritize this issue and work extremely hard on your behalf.

Based on our mutual agreement and understanding described further in the attached Professional Services Agreement, services provided would include relationship building, educating, advocating and recruiting support for the Hotel / Motel Tax.

Timely information provided through direct communication, updates and reports to the designated point of contact, daily access and interaction with personnel, and the necessary influence in order to achieve the results you wish to collectively seek are expected.

Thanks again for allowing me to submit this Proposal, and I look forward to the potential opportunity to assist should we choose to proceed. Please call me anytime.

Sincerely,



Ben Thompson

BPT STRATEGIES, LLC

PROFESSIONAL SERVICES AGREEMENT

This agreement made this the 17th day of January, 2022, between **CITY OF SOUTHAVEN** ("Client") and **BPT STRATEGIES, LLC** (Consultant).

A. Employment

Consultant shall furnish government relations services on behalf of Client before the Mississippi Legislature described in part as follows:

1. Consultant will attend meetings, monitor daily action and report to the Client on legislation which progresses through the legislative committee process in both the Senate and the House of Representatives during the Regular Session. Consultant will attend and monitor specific Legislative Committee meetings which will include contact with Committee Chairs, Vice-Chairs, Sub-Committee Chairs, committee members, committee legislative staff, legislative attorneys and other sources.
2. Consultant will attend, monitor and track on a daily basis, the floor sessions of both the House of Representatives and the Senate in order to report on Legislation of interest to Client.
3. Consultant will make periodic contact with the legislative leadership including the Governor, Lt. Governor, and Speaker of the House and their respective staff regarding legislation of interest to the Client.
4. Consultant may socially entertain and provide meals for legislators and will assist Client in building relationships and access with certain key legislators.

B. No Legal Services

Consultants shall not furnish legal services to Client under this Agreement.

C. Term and Fee

The term of employment is for the 2022 Regular Session of the Mississippi Legislature. Consultant shall be paid a Twelve Thousand Dollar (\$ 12,000.00) Fee payable upon the execution of this agreement.

D. Expenses

Client shall reimburse to the Consultant the cost of reasonable expenses directly attributable to the services performed under this Agreement. These costs may include travel, lodging, meals, entertainment and other expenses. These costs shall be itemized and shall be billed in addition to the Fee for services. No monthly expenses that in the aggregate exceed Five Hundred Dollars (\$ 500.00) will be incurred without prior approval by the Client. Consultant shall be reimbursed for all of its reasonable expenses within Fifteen (15) days of receipt by Client of an invoice from Consultant.

E. Lobbying Registration and Reports

Consultant shall comply fully with the Mississippi law requiring lobbyist registration for lobbying activities and disclosure if necessary and shall assist Client in compliance with the reporting requirements of the lobbying law regarding employers of lobbyists.

F. No Contingent Fee

The parties acknowledge that no Fee paid to Consultant under this Agreement, directly or indirectly, shall be paid on a contingent basis.

G. Independent Contractor

Consultant and Client hereby acknowledge and agree that the status of Consultant in the performance of services under this Agreement will be that of an independent contractor and not as an employee, servant, or agent of Client. Consultant will have the authority and responsibility to decide and select the means, manner, and method of performing the services herein.

H. Limitation of Authority

Consultant shall have no authority to incur debts, obligations, or liabilities of any kind on behalf of Client, other than the reimbursement of reasonable expenses.

I. Points of Contact

The points of contact for communication between Client and Consultant for this Agreement shall be Darren Musselwhite and others if needed.

J. Conflicts of Interest

Consultant reserves the right to contract with other persons, other companies, other entities or other clients to perform consulting, government relations, lobbying, and public relations services that, in the opinion of Consultant, are not in actual conflict with Client. If in Consultant's opinion, an actual conflict arises, Consultant will

immediately contact the Client and communicate the conflict. Both parties agree to engage, in good faith, in immediate discussions directed toward an amicable solution. Client may waive in writing provisions of this subsection if Client believes such a waiver is necessary to facilitate Consultant's performance of services under this Agreement. Any such waiver will not be a waiver of any other provisions of this Agreement and will only be applicable for the particular circumstances to which the waiver is granted.

K. Entire Agreement

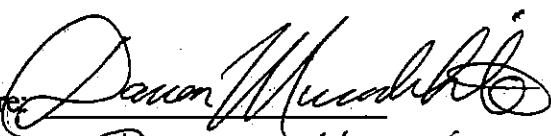
This agreement comprises the entire agreement between the parties and supersedes all previous agreements. This agreement shall not be modified except in writing and signed by both parties.

L. Execution and Signature of Agreement

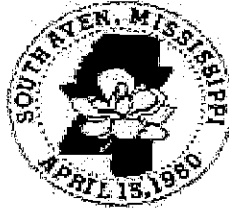
This Agreement is signed and executed by the following persons and parties on the dates shown below, with all signatures and persons signing expressly, personally, and individually representing that they have express authority, by appropriate resolution or otherwise, to sign this Agreement on behalf of the party.

MAYOR DARREN MUSSELWHITE
CITY OF SOUTHAVEN
8710 Northwest Drive
Southaven, MS 38671
(662) 393-6939

BENJAMIN P. THOMPSON
BPT STRATEGIES, LLC
P.O. Box 16097
Jackson, MS 39236
(601) 201-0201

Signature: 
Printed Name: Darren Musselwhite
Title: Mayor
Date: 1-20-22

Signature: _____
Printed Name: _____
Title: _____
Date: _____



The City of Southaven Docket Recap

January 4, 2022

General Fund	687,936.46
Balance Sheet	-
Mayor Admin	81.36
Board of Aldermen	-
Arts And Cultural Affairs	618.20
Court	734.27
Finance & Administration	210.67
Information Technology	17,102.70
City Clerk	1,771.82
Operations Department	82.61
Planning & Engineering	2,535.69
Emergency Services	3,467.88
Police	45,943.25
Fire	19,283.49
Fire Prevention	-
EMS	24,461.02
Public Works	16,218.27
Streets	3,964.63
Parks	120,151.66
Park Tournaments	24,524.43
Code Enforcement	3,489.01
City Fuel	838.20
Expense Accounts	382,454.62
Administrative Expenses	-
Litigation	-
Liability Insurance	5,086.00
Professional Dues	14,916.68
Bond Funded CAP Proj	-
Tourist & Convention	8,333.33
Debt Service	624,000.00
Utility Fund	393,225.87
Sanitation Fund	13.20
Payroll Fund	328,581.04
DOCKET TOTAL	2,042,089.90

12/30/2021 11:30
1540sprtCITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

111	626900	MAYOR ADMIN DEPARTMENT							
111	007507	DESO TO COUNTY ECONOM 7159	0	TRAVEL & TRAINING	2022 3 INV A	25.00	C-010422	LUNCHEON ON DEC. 10	
		ACCOUNT TOTAL				25.00			
		ORG 111 TOTAL				25.00			
120	622100	ARTS AND CULTURAL AFFAIRS							
120	001361	SAM'S CLUB DIRECT	0	PROFESSIONAL FEES	2022 3 INV A	118.20	C-010422	288 3/SAM'S CLUB DI	
		ACCOUNT TOTAL				118.20			
120	630404	HOMETOWN MISSISSIPPI LIVING	0						
120	009439	AMERICAN ASSOC	0	2022 3 INV A		500.00	C-010422	AARC MEMBERSHIP	
		ACCOUNT TOTAL				500.00			
		ORG 120 TOTAL				618.20			
125	621500	COURT DEPARTMENT							
125	034978	RUSHING BRITTANY P	0	COURT BOND REFUND	2022 3 INV A	500.00	C-010422	CASH BOND REFUND	
		ACCOUNT TOTAL				15.00	C-010422	CASH BOND REFUND	
		ORG 125 TOTAL				515.00			
125	621501	COURT FINES	0						
125	024253	AMERICAN MUNICIPAL S 52193	0	2022 3 INV A		82.09	C-010422	COLLECTION FEES NOV	
		ACCOUNT TOTAL				82.09			
125	621505	COURT SUPPLIES	0						
125	007600	OFFICE DEPOT	0	2022 3 INV A		14.46	C-010422	INVENTORY, INK, CAR	
		ACCOUNT TOTAL				14.46			
		ORG 125 TOTAL				611.55			
145	610400	DEPARTMENT OF FINANCE & ADMIN							
145	030629	AMAZON CAPITAL	0	OFFICE SUPPLIES	2022 3 INV A	162.67	C-010422	#ANKP067K88RFB-HP I	
		ACCOUNT TOTAL				162.67			
145	622100	PROFESSIONAL SERVICES	0						
145	022719	UMB CARD SERVICES	0	2022 3 INV A		48.00	C-010422	#0041-SUPPLIES (UMB	
		ACCOUNT TOTAL				48.00			

12/30/2021 11:30
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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

ORG 145 TOTAL 210.67

INFORMATION TECHNOLOGY

OFFICE SUPPLIES

38.72 C-010422

OFFICE SUPPLIES

000915 HOME DEPOT CREDIT SE 8020688

0 2022 3 INV A

5.59 C-010422

OFFICE SUPPLIES IT

ACCOUNT TOTAL 44.31

COMPUTERS

1,836.81 C-010422

MAYORS COMPUTER

000342 DELL MARKETING LP

0 2022 3 INV A

307.47 C-010422

IT SOFTWARE M. DUNC

000952 TYLER TECHNOLOGIES

0 2022 3 INV A

11,942.71 C-010422

QUARTERLY PAYMENTS

006920 A SAFELOCK INC

0 2022 3 INV A

22.00 C-010422

KEYS

007600 OFFICE DEPOT

0 2022 3 INV A

39.98 C-010422

ADAPTER - IT

020449 FINAL TOUCH SECURITY

0 2022 3 INV A

30.00 C-010422

ALARM BATTERIES

024507 MONOPRICE INC

0 2022 3 INV A

119.80 C-010422

CHARGING CABLES IT/

026785 BEST BUY

0 2022 3 INV A

19.99 C-010422

CAMERA PROTECTION S

026785 BEST BUY

0 2022 3 INV A

19.99 C-010422

CAMERA PROTECTION S

39.98

ACCOUNT TOTAL 14,338.75

GASOLINE/OIL

37.87 C-010422

IT FUEL

006919 FUELMAN

0 2022 3 INV A

87.18 C-010422

IT FUEL

006919 FUELMAN

0 2022 3 INV A

125.05

ACCOUNT TOTAL 125.05

ORG 150 TOTAL 14,508.11

CITY CLERK

OFFICE SUPPLIES

220.50 C-010422

CARDIGANS

000424 A 2 Z ADVERTISING

0 2022 3 INV A

220.50

007600 OFFICE DEPOT

0 2022 3 INV A

28.92 C-010422

INVENTORY, INK, CAR

ACCOUNT TOTAL 28.92

12/30/2021 11:30
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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

155	625700		TELEPHONE & POSTAGE						
024172	CMRS-FP #10600061097	12-28-2021	2022 3 INV A	1,500.00	C-010422	106000610977 - POST			
			ACCOUNT TOTAL	1,500.00					
155	626100		ADVERTISING						
001185	DESOTO TIMES-TRIBUNE	300145344	2022 3 INV A	22.40	C-010422	PLANNING UPPER HOME			
			ACCOUNT TOTAL	22.40					
			ORG 155 TOTAL	1,771.82					
160	611000		BUILDING DEPARTMENT						
160	LOWE'S HOME CENTERS, 1-15-2022		MATERIALS						
			2022 3 INV A	82.61	C-010422	LOWES CREDIT CARD 1			
			ACCOUNT TOTAL	82.61					
			ORG 160 TOTAL	82.61					
180	622100		PLANNING / ENGINEERING DEPT						
180	NEEL-SCHAEFFER INC	1076801	PROFESSIONAL FEES						
			2022 3 INV A	590.81	C-010422	STORM WATER IMPLME			
			ACCOUNT TOTAL	590.81					
180	626900		TRAVEL & TRAINING						
001339	CREDIT CARD CENTER	12-30-2021	2022 3 INV A	418.05	C-010422	RENEWAL/TRAINING (N			
			ACCOUNT TOTAL	418.05					
			ORG 180 TOTAL	1,008.86					
211	610400		POLICE DEPARTMENT						
211	SAM'S CLUB DIRECT	1-8-2022	OFFICE SUPPLIES						
			2022 3 INV A	176.30	C-010422	288 3/SAM'S CLUB DI			
			ACCOUNT TOTAL	176.30					
211	611000		MATERIALS						
034898	DEEP SOUTH TACTICAL	220000003745	2022 3 INV A	1,640.00	C-010422	RIFLE REPAIR FOR TH			
			ACCOUNT TOTAL	1,640.00					
211	611300		MAINTENANCE VEHICLES						
000611	SIGNS & STUFF	101676	2022 3 INV A	188.00	C-010422	MOTORS DECALS			
			ACCOUNT TOTAL	188.00					
000691	NORTH MISSISSIPPI TI	60329	2022 3 INV A	82.99	C-010422	SHOP TIRES			
000691	NORTH MISSISSIPPI TI	60336	2022 3 INV A	1,023.52	C-010422	SHOP PARTS			
000691	NORTH MISSISSIPPI TI	60348	2022 3 INV A	1,023.52	C-010422	8 SHOP TIRES			

12/30/2021 11:30
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CITY OF SOUTHAVERN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

001102 SOUTHAVEN SUPPLY	117810	0	2022	3	INV A	47.96	C-010422	SHOP PARTS/PLASTIC
001102 SOUTHAVEN SUPPLY	117817	0	2022	3	INV A	20.77	C-010422	SHOP PARTS - 1" BUT
001102 SOUTHAVEN SUPPLY	117931	0	2022	3	INV A	2.53	C-010422	SHOP PARTS - ELBOW

001114 UNION AUTO PARTS	2208865	0	2022	3	INV A	152.77	C-010422	3139 STRUTS
001114 UNION AUTO PARTS	2210637	0	2022	3	INV A	1,639.81	C-010422	STEERING 3134
001114 UNION AUTO PARTS	2211802	0	2022	3	CRM A	-400.00	C-010422	CREDIT - 3141 CORE
001114 UNION AUTO PARTS	2211804	0	2022	3	INV A	52.40	C-010422	SHOP PARTS - OCTANE
001114 UNION AUTO PARTS	2211815	0	2022	3	CRM A	-50.00	C-010422	CREDIT - SHOP CORE
001114 UNION AUTO PARTS	2216541	0	2022	3	INV A	11.94	C-010422	SHOP PARTS - FILTER
001114 UNION AUTO PARTS	2217483	0	2022	3	INV A	502.42	C-010422	SHOP PARTS - DEICER
001114 UNION AUTO PARTS	2217989	0	2022	3	INV A	885.76	C-010422	SHOP PARTS - DISC B
001114 UNION AUTO PARTS	2218275	0	2022	3	CRM A	-152.77	C-010422	
001114 UNION AUTO PARTS	2218706	0	2022	3	INV A	21.70	C-010422	SHOP PARTS - CAPSUL
001114 UNION AUTO PARTS	2218708	0	2022	3	INV A	45.36	C-010422	SHOP PARTS - CLEARF
001114 UNION AUTO PARTS	2218788	0	2022	3	INV A	7.12	C-010422	SHOP PARTS - WIPER
001114 UNION AUTO PARTS	2218801	0	2022	3	CRM A	366.08	C-010422	3057 PUMP
001114 UNION AUTO PARTS	2220235	0	2022	3	INV A	-22.68	C-010422	CREDIT/SHOP PARTS -
001114 UNION AUTO PARTS	2220309	0	2022	3	INV A	45.82	C-010422	3057-BATTERY TERMIN
001114 UNION AUTO PARTS	2220689	0	2022	3	INV A	237.79	C-010422	3187 - CASTER ARM
001114 UNION AUTO PARTS	2220998	0	2022	3	INV A	16.48	C-010422	SHOP PARTS
001114 UNION AUTO PARTS	2222686	0	2022	3	INV A	35.79	C-010422	3093 GASKET
001114 UNION AUTO PARTS	2222720	0	2022	3	CRM A	218.50	C-010422	3052 SUSPENSION
001114 UNION AUTO PARTS	2222724	0	2022	3	INV A	-366.08	C-010422	CREDIT - 3057 PUMP
001114 UNION AUTO PARTS	2222813	0	2022	3	INV A	132.66	C-010422	SHOP PARTS
001114 UNION AUTO PARTS	2223319	0	2022	3	INV A	311.64	C-010422	6201 - BATTERY
001114 UNION AUTO PARTS	2223442	0	2022	3	INV A	7.12	C-010422	SHOP PARTS - SEAFOA
001114 UNION AUTO PARTS	2223536	0	2022	3	INV A	574.06	C-010422	3158 - WIPER BLADER
001114 UNION AUTO PARTS	2223801	0	2022	3	INV A	16.12	C-010422	3052 SUSPENSION
001114 UNION AUTO PARTS	2223811	0	2022	3	INV A	93.53	C-010422	SHOP PARTS - 4PC. P
001114 UNION AUTO PARTS	2224174	0	2022	3	INV A	37.04	C-010422	3052 TENSIONER
001114 UNION AUTO PARTS	2224242	0	2022	3	INV A	7.12	C-010422	2778 SWITCH
001114 UNION AUTO PARTS	2230519	0	2022	3	INV A	126.49	C-010422	2778 WIPER BLADES
001114 UNION AUTO PARTS	2231896	0	2022	3	INV A	261.01	C-010422	3090 - BATTERY
001114 UNION AUTO PARTS	2233815	0	2022	3	INV A	32.56	C-010422	SHOP PARTS - TOP CO
001114 UNION AUTO PARTS	2234178	0	2022	3	INV A	191.84	C-010422	SHOP SUPPLIES - OIL
								SHOP SUPPLIES - ANT

5,146.92

001150 NAPA GENUINE PARTS C	820444	0	2022	3	INV A	216.96	C-010422	SHOP PARTS
001150 NAPA GENUINE PARTS C	820962	0	2022	3	INV A	112.33	C-010422	SHOP PARTS
001150 NAPA GENUINE PARTS C	821506	0	2022	3	INV A	11.98	C-010422	SHOP PARTS
001150 NAPA GENUINE PARTS C	821781	0	2022	3	INV A	246.98	C-010422	3187 - MODULAR
001150 NAPA GENUINE PARTS C	821935	0	2022	3	INV A	157.74	C-010422	3111 - BELT
001150 NAPA GENUINE PARTS C	821936	0	2022	3	INV A	28.68	C-010422	SHOP PARTS

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

002352	DEPARTMENT OF REVENUE	12-22-2021	0	2022	3	INV A	12.00	C-010422	TAG & MAIL FEE 2019
002352	DEPARTMENT OF REVENUE	12-22-21	0	2022	3	INV A	12.00	C-010422	TAG & MAIL FEE-2019
002352	DEPARTMENT OF REVENUE	DEC-22-2021	0	2022	3	INV A	12.00	C-010422	TAG & MAIL FEE - 20
002352	DEPARTMENT OF REVENUE	DEC22-2021	0	2022	3	INV A	12.00	C-010422	TAG & MAIL FEE-2019

006706	LANDERS DODGE	324670	0	2022	3	INV A	1,799.66	C-010422	3186 SHOP PARTS
006706	LANDERS DODGE	380305	0	2022	3	INV A	203.97	C-010422	3093 ADAPTER
006706	LANDERS DODGE	380606	0	2022	3	INV A	318.00	C-010422	3094 HOSE
006706	LANDERS DODGE	380607	0	2022	3	INV A	118.50	C-010422	3108 WHEEL NUT
006706	LANDERS DODGE	381143	0	2022	3	INV A	81.04	C-010422	3214 - RADIATOR
006706	LANDERS DODGE	381523	0	2022	3	INV A	537.75	C-010422	
							48.00		
							3,058.92		

007304	O'REILLYS AUTO PARTS	6399-104319	0	2022	3	INV A	134.99	C-010422	3052 LINK
017308	GENTRY GLASS	25809	0	2022	3	INV A	385.00	C-010422	3177 WINDSHIELD
017308	GENTRY GLASS	25810	0	2022	3	INV A	385.00	C-010422	3156 WINDSHIELD
							770.00		

029563	LANDERS FORD SOUTH	221049	0	2022	3	INV A	439.84	C-010422	4187 - MODULAR
030773	KARZON CAR CARE LLC	5828	0	2022	3	INV A	80.00	C-010422	3134 RACK & PINON
030773	KARZON CAR CARE LLC	5835	0	2022	3	INV A	83.00	C-010422	3139 ALIGNMENT
030773	KARZON CAR CARE LLC	5916	0	2022	3	INV A	80.00	C-010422	3052 ALIGNMENT
							243.00		

034151	WARFORD AUTO PARTS	194735	0	2022	3	INV A	80.00	C-010422	TAIL LIGHT ASSEMBLY
							13,085.63		
							524.28	C-010422	#ANKP0678K8KPB-WHI

020832	EMERGENCY EQUIPMENT	465872	0	2022	3	INV A	255.00	C-010422	BARKER, COTY - NEW
020832	EMERGENCY EQUIPMENT	465883	0	2022	3	INV A	235.00	C-010422	NEW HIRE PANTS
020832	EMERGENCY EQUIPMENT	465884	0	2022	3	INV A	358.50	C-010422	LONG, T VEST CARRIE
020832	EMERGENCY EQUIPMENT	465885	0	2022	3	INV A	1,025.00	C-010422	NEW HIRE
							1,873.50		

021916	MIDSOUTH SOLUTIONS	175246	0	2022	3	INV A	12.00	C-010422	MOORE, DANIEL - ALL

12/30/2021 11:30
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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

029068 BOLIEK WILLIAM 12-15-2021

0 2022 3 INV A

600.00 C-010422

ALLOTMENT REIMBURSE

ACCOUNT TOTAL

2,485.50

211 614000
006919 FUELMAN NP61250655
006919 FUELMAN NP61281340

0 2022 3 INV A
0 2022 3 INV A

8,027.88 C-010422
7,356.87 C-010422

FUEL FOR FLEET
FUEL FOR FLEET

ACCOUNT TOTAL

15,384.75
15,384.75

211 622100
000597 SIRCHIE ACQUISITION 525058

0 PROFESSIONAL SERVICES
2022 3 INV A

308.33 C-010422

EVIDENCE SUPPLIES

001339 CREDIT CARD CENTER 12-30-2021

0 2022 3 INV A

283.00 C-010422

RENEWAL/TRAINING (N

006685 DEX IMAGING AR7117634

0 2022 3 INV A

1.61 C-010422

#A4738 - EAST

029120 YOUNG LEASING CO INV4556987

0 2022 3 INV A

551.02 C-010422

#AA81006 & AA8100

034860 FORENSIC POLYGRAPH S 103

0 2022 3 INV A

200.00 C-010422

POLY: BANKER

ACCOUNT TOTAL

1,343.96

211 625700
001137 FEDEX 7-597-92656

0 TELEPHONE & POSTAGE
2022 3 INV A

32.51 C-010422

DELIVERY FOR EVIDEN

211 626102
022719 UMB CARD SERVICES 1-26-2022

0 PUBLIC RELATIONS
2022 3 INV A

506.12 C-010422

#0041-SUPPLIES (UMB

ACCOUNT TOTAL

506.12

211 626500
020454 DIRECTFX M40006
020454 DIRECTFX M40034

0 PRINTING
2022 3 INV A
0 2022 3 INV A

220.00 C-010422
1,372.36 C-010422

PD BUSINESS CARDS
JUVENILE SUMMONS FO

ACCOUNT TOTAL

1,592.36
1,592.36

211 626900
001339 CREDIT CARD CENTER 12-30-2021

0 TRAVEL & TRAINING
2022 3 INV A

1,939.99 C-010422

RENEWAL/TRAINING (N

027440 NORTHWEST MS COMMON 12-20-2021

0 2022 3 INV A

60.00 C-010422

2 ATTENEE'S FOR CP

027771 BLUE360 MEDIA 2111091680

0 2022 3 INV A

82.75 C-010422

MS CRIMINAL & TRAF

030938 CHANNELL WILLIAM 12-18-2021

0 2022 3 INV A

111.00 C-010422

PER DIEM FOR FUEL R

12/30/2021 11:30
1540sp1CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

034980 VANDERFORD AMY S. 12-28-2021

0 2022 3 INV A

800.00 C-010422

INSTRUCTOR DEVELOPM

211 630400
022719 UMB CARD SERVICES 1-26-20220 MACHINERY & EQUIPMENT
2022 3 INV A

406.99 C-010422

#0041-SUPPLIES (UMB

ACCOUNT TOTAL

406.99

ORG 211 TOTAL

40,172.14

215 610400
007823 AMERICAN PAPER & TWI 4171457EMERGENCY SERVICES
OFFICE SUPPLIES
2022 3 INV A

68.51 C-010422

JANITORIAL SUPPLIES

ACCOUNT TOTAL

68.51

215 622100
020015 NENA

300059834-ADJUSTMENT 0

PROFESSIONAL FEES
2022 3 INV A

32.00 C-010422

ADJUSTMENT NENA YEA

ACCOUNT TOTAL

32.00

215 626900
029656 POWER DMS

INV-14368

TRAVEL & TRAINING
2022 3 INV A

2,966.69 C-010422

POWER DMS SOP

ACCOUNT TOTAL

2,966.69

ORG 215 TOTAL

3,067.20

290 610100
000196 MAGNOLIA SUPPLY & SE 39246FIRE DEPARTMENT
CLEANING SUPPLIES
2022 3 INV A

133.35 C-010422

12 - DOST MOPHEADS

007823 AMERICAN PAPER & TWI 4175907
007823 AMERICAN PAPER & TWI 4181943
007823 AMERICAN PAPER & TWI 41820460 2022 3 INV A
0 2022 3 INV A
0 2022 3 INV A44.94 C-010422
61.78 C-010422
1,000.77 C-010422DOVE BAODY WASH FIR
PINE SOL FIRE STATI
JANITORIAL SUPPLIES

1,107.49

ACCOUNT TOTAL

1,240.84

290 611000
001102 SOUTHAVEN SUPPLY 119204
001102 SOUTHAVEN SUPPLY 1193220 MATERIALS
2022 3 INV A
0 2022 3 INV A21.66 C-010422
2.68 C-010422MATERIALS FOR STATI
MATERIALS FOR STATI

24.34

005044 LOWE'S HOME CENTERS, 1-15-2022

0 2022 3 INV A

285.65 C-010422

LOWES CREDIT CARD 1

ACCOUNT TOTAL

309.99

YEAR/PERIOD: 2022/1 TO 2022/4					
ACCOUNT/VENDOR		INVOICE			
PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
290	611300				
000650	G & W DIESEL SERVICE	377271			
0	MAINTENANCE VEHICLES				
0	2022	3 INV A	4,836.48 C-010422		REPAIRS TO ENG. 1,
007304	O'REILLYS AUTO PARTS	1791-172235			
0	2022	3 INV A	116.44 C-010422		2 GAL. ANTI FREEZE/AIR CHUCK
007304	O'REILLYS AUTO PARTS	1791-172879			
0	2022	3 INV A	7.03 C-010422		
			123.47		
	ACCOUNT TOTAL		4,959.95		
290	612200				
000650	G & W DIESEL SERVICE	153177			
0	MAINTENANCE EQUIPMENT & BUILD				
0	2022	3 INV A	249.25 C-010422		ACTUATOR HANDLES &
000650	G & W DIESEL SERVICE	376924			NSTK AUTO CHARGE &
0	2022	3 INV A	1,131.50 C-010422		
			1,380.75		
005044	LOWE'S HOME CENTERS,	1-15-2022			
0	2022	3 INV A	263.98 C-010422		LOWES CREDIT CARD 1
020832	EMERGENCY EQUIPMENT	465243			
0	2022	3 INV A	20.00 C-010422		REGULATOR FLOW TEST
	ACCOUNT TOTAL		1,664.73		
290	614000				
017201	BEST-MADE PETROLEUM	31498			FUEL ORDER FOR FIRE
0	2022	3 INV A	1,589.42 C-010422		
017201	BEST-MADE PETROLEUM	31499			FUEL ORDER FOR FIRE
0	2022	3 INV A	1,250.34 C-010422		
017201	BEST-MADE PETROLEUM	31500			FUEL ORDER FOR FIRE
0	2022	3 INV A	2,053.01 C-010422		
	FUEL & OIL		4,892.77		
	ACCOUNT TOTAL		4,892.77		
290	622100				
023066	TRILOGY MEDWASTE SO	836854			
0	PROFESSIONAL SERVICES				MED WASTE
0	2022	3 INV A	493.10 C-010422		
	ACCOUNT TOTAL		493.10		
290	626900				
001102	SOUTHAVEN SUPPLY	118476			GLOVES
0	TRAVEL & TRAINING				
0	2022	3 INV A	16.68 C-010422		
001147	NEXAIR LLC	9401825			RENTAL NITROGEN BOT
0	2022	3 INV A	120.51 C-010422		
005044	LOWE'S HOME CENTERS,	1-15-2022			LOWES CREDIT CARD 1
0	2022	3 INV A	71.18 C-010422		
	ACCOUNT TOTAL		208.37		
290	630400				
020832	EMERGENCY EQUIPMENT	465226			SCOTT BATTERY PCB B
0	MACHINERY & EQUIPMENT				
0	2022	3 INV A	179.33 C-010422		
020832	EMERGENCY EQUIPMENT	465695			SCOTT COVER ASSY DI
0	2022	3 INV A	959.33 C-010422		
020832	EMERGENCY EQUIPMENT	465696			SCOTT BATTERY PCB B
0	2022	3 INV A	179.33 C-010422		
			1,317.99		

YEAR/PERIOD: 2022/1	TO 2022/4	INVOICE	PO	YEAR/ER	TYP S	WARRANT	CHECK	DESCRIPTION

ACCOUNT TOTAL	1,317.99
ORG 290 TOTAL	15,087.74

297	610701	EMS	MEDICAL SUPPLIES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		

001147	NEXAIR LLC	9440184	0	2022	3	INV A	91.90	C-010422	MEDICAL SUPPLIES OX
015430	ZOLL MEDICAL CORPORA	3415940	0	2022	3	INV A	712.50	C-010422	MEDICAL SUPPLIES
015430	ZOLL MEDICAL CORPORA	3416694	0	2022	3	INV A	1,986.32	C-010422	MEDICAL SUPPLIES
015430	ZOLL MEDICAL CORPORA	3418262	0	2022	3	INV A	1,486.45	C-010422	MEDICAL SUPPLIES
							<u>2,667.15</u>		

016050	HENRY SCHEIN INC	13820375	0	2022	3	INV A	2,074.60	C-010422	MEDICAL SUPPLIES
016050	HENRY SCHEIN INC	14254109	0	2022	3	INV A	4,225.10	C-010422	MEDICAL SUPPLIES
							<u>4,185.27</u>		

027573	TELEFLEX MEDICAL INC	9504844883	0	2022	3	INV A	559.68	C-010422	MEDICAL SUPPLIES
ACCOUNT TOTAL							13,803.70		
							6,299.70		

	MOTOR VEH	REPAIRS/MAINT	
000189	HOMER SKELTON FORD	6140931	0
000189	HOMER SKELTON FORD	6141053	0
	2022	3 INV A	1,122.26 C-010422
	2022	3 INV A	655.99 C-010422
			1,778.25

	ACCOUNT TOTAL	1,778.25	MEDICAL BILLING FOR
BILLING SERVICES			
2022 3 INV A		8,687.17 C-010422	
ACCOUNT TOTAL		8,687.17	

	TRAVEL & TRAINING		
	2022	3 INV A	
297 626900			
002083 CALARCO CARL	0		RENEWAL OF NREMT &
		121621	61.90 C-010422
'004858 SCALLIONS DANNY	0		RENEWAL-NREMT & STA
		12162021	65.00 C-010422
031258 SHEFFIELD JAMES K	0		RENEWAL FOR NREMT &
		121621	65.00 C-010422
	ACCOUNT TOTAL		191.90

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1540sprt

CITY OF SOUTHAVERN
FV 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

ORG 297 TOTAL 24,461.02

311 610100 PUBLIC WORKS DEPARTMENT
311 001361 SAM'S CLUB DIRECT 1-8-2022 0 CLEANING SUPPLIES
2022 3 INV A

288 3/SAM'S CLUB DI

ACCOUNT TOTAL 169.46

311 610400 OFFICE SUPPLIES
014117 MADISON SIGNS LLC 15482 0
030629 AMAZON CAPITAL 1RXPRDGF6P3 0
2022 3 INV A

OFFICE SUPPLIES - P

ACCOUNT TOTAL 167.00

#ANKP067K88KPB-2022

311 611000 MATERIALS
000759 LEHMAN ROBERTS CO 81269 0
000759 LEHMAN ROBERTS CO 81417 0
000759 LEHMAN ROBERTS CO 81521 0
000759 LEHMAN ROBERTS CO 81557 0
000759 LEHMAN ROBERTS CO 81598 0
2022 3 INV A

MATERIAL: PLANT #5
MATERIAL: PLANT #5
MATERIAL: PLANT #5
MATERIAL: PLANT #5
MATERIAL: PLANT #5

005044 LOWE'S HOME CENTERS, 1-15-2022 0
022719 UMB CARD SERVICES 1-26-2022 0
028212 UNITED REFRIGERATION 82353913 0
028212 UNITED REFRIGERATION 82368801 0
2022 3 INV A

1,785.44

LOWES CREDIT CARD 1

000370 REBEL EQUIPMENT & SU 204004 0
000691 NORTH MISSISSIPPI TI 60343SHORT 0
005044 LOWE'S HOME CENTERS, 1-15-2022 0
006479 AIRGAS USA INC 9120658826 0
007094 H.D. INDUSTRIES 31765 0
007304 O'REILLYS AUTO PARTS 6399-104712 0
010865 RELIABLE EQUIPMENT W0102492 0
010865 RELIABLE EQUIPMENT W0103000 0
2022 3 INV A

#0041-SUPPLIES (UMB
MAT. - BUSS 15AMP M
MAT. - ICP TRANS

ACCOUNT TOTAL 135.53

311 611300 MAINTENANCE VEHICLES
000370 REBEL EQUIPMENT & SU 204004 0
000691 NORTH MISSISSIPPI TI 60343SHORT 0
005044 LOWE'S HOME CENTERS, 1-15-2022 0
006479 AIRGAS USA INC 9120658826 0
007094 H.D. INDUSTRIES 31765 0
007304 O'REILLYS AUTO PARTS 6399-104712 0
010865 RELIABLE EQUIPMENT W0102492 0
010865 RELIABLE EQUIPMENT W0103000 0
2022 3 INV A

MAT. FOR SHOP - 9FT
SHORT PAY INV. #603
LOWES CREDIT CARD 1
MAT. FOR SHOP
MAT. FOR SHOP - TAC
MAT. FOR SHOP - CXT
MAT. FOR SHOP - REM

000370 REBEL EQUIPMENT & SU 204004 0
000691 NORTH MISSISSIPPI TI 60343SHORT 0
005044 LOWE'S HOME CENTERS, 1-15-2022 0
006479 AIRGAS USA INC 9120658826 0
007094 H.D. INDUSTRIES 31765 0
007304 O'REILLYS AUTO PARTS 6399-104712 0
010865 RELIABLE EQUIPMENT W0102492 0
010865 RELIABLE EQUIPMENT W0103000 0
2022 3 INV A

000370 REBEL EQUIPMENT & SU 204004 0
000691 NORTH MISSISSIPPI TI 60343SHORT 0
005044 LOWE'S HOME CENTERS, 1-15-2022 0
006479 AIRGAS USA INC 9120658826 0
007094 H.D. INDUSTRIES 31765 0
007304 O'REILLYS AUTO PARTS 6399-104712 0
010865 RELIABLE EQUIPMENT W0102492 0
010865 RELIABLE EQUIPMENT W0103000 0
2022 3 INV A

000370 REBEL EQUIPMENT & SU 204004 0
000691 NORTH MISSISSIPPI TI 60343SHORT 0
005044 LOWE'S HOME CENTERS, 1-15-2022 0
006479 AIRGAS USA INC 9120658826 0
007094 H.D. INDUSTRIES 31765 0
007304 O'REILLYS AUTO PARTS 6399-104712 0
010865 RELIABLE EQUIPMENT W0102492 0
010865 RELIABLE EQUIPMENT W0103000 0
2022 3 INV A

000370 REBEL EQUIPMENT & SU 204004 0
000691 NORTH MISSISSIPPI TI 60343SHORT 0
005044 LOWE'S HOME CENTERS, 1-15-2022 0
006479 AIRGAS USA INC 9120658826 0
007094 H.D. INDUSTRIES 31765 0
007304 O'REILLYS AUTO PARTS 6399-104712 0
010865 RELIABLE EQUIPMENT W0102492 0
010865 RELIABLE EQUIPMENT W0103000 0
2022 3 INV A

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1540spri

CITY OF SOUTHAVEN
FV 2022 CLAIMS DOCKET C-010422



YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

016582 CONTRACTORS SUPPLY P 132027	0	2022	3	INV A	554.20	C-010422	MAT. FOR SHOP
034150 LAWSON PRODUCTS, INC	0	2022	3	INV A	46.77	C-010422	MAT. FOR SHOP/HEX C
034150 LAWSON PRODUCTS, INC	0	2022	3	INV A	19.05	C-010422	MAT. FOR SHOP - 1/4
034150 LAWSON PRODUCTS, INC	0	2022	3	INV A	29.76	C-010422	MAT. FOR SHOP - HEX
034150 LAWSON PRODUCTS, INC	0	2022	3	INV A	95.30	C-010422	MAT. FOR SHOP
034150 LAWSON PRODUCTS, INC	0	2022	3	INV A	1,859.50	C-010422	MAT. FOR SHOP
034150 LAWSON PRODUCTS, INC	0	2022	3	INV A	9.57	C-010422	MAT. FOR SHOP - HEX

ACCOUNT TOTAL 11,147.53

311 612500 003011 M & M PROMOTIONS	96356	0	2022	3	INV A	133.00	C-010422	SHIRTS

013377 CINTAS	4104774899	0	2022	3	INV A	63.25	C-010422	UNIFORMS
013377 CINTAS	4105554212	0	2022	3	INV A	289.92	C-010422	UNIFORMS

353.17

034854 CAVENDERS BOOT CITY	141051-IN	0	2022	3	INV A	116.99	C-010422	UNIFORMS - CHRIS AU
034854 CAVENDERS BOOT CITY	141052-IN	0	2022	3	INV A	125.99	C-010422	UNIFORMS - HENRY VA
034854 CAVENDERS BOOT CITY	141053-IN	0	2022	3	INV A	100.99	C-010422	UNIFORMS - CONNER E
034854 CAVENDERS BOOT CITY	141054-IN	0	2022	3	INV A	125.99	C-010422	UNIFORMS - KEAGAN L
034854 CAVENDERS BOOT CITY	141055-IN	0	2022	3	INV A	114.79	C-010422	UNIFORMS - RICHARD
034854 CAVENDERS BOOT CITY	141057-IN	0	2022	3	INV A	107.00	C-010422	UNIFORMS - THOMAS J
034854 CAVENDERS BOOT CITY	141058-IN	0	2022	3	INV A	125.00	C-010422	UNIFORMS - GERALD F
034854 CAVENDERS BOOT CITY	141059-IN	0	2022	3	INV A	107.99	C-010422	UNIFORMS - WILLIE M
034854 CAVENDERS BOOT CITY	141060-IN	0	2022	3	INV A	107.00	C-010422	UNIFORMS - ELTON MO
034854 CAVENDERS BOOT CITY	141061-IN	0	2022	3	INV A	125.00	C-010422	UNIFORMS - JOHN CAN
034854 CAVENDERS BOOT CITY	141819-IN	0	2022	3	INV A	125.00	C-010422	UNIFORMS - ROBERT S
034854 CAVENDERS BOOT CITY	141820-IN	0	2022	3	INV A	119.99	C-010422	UNIFORMS - THADDEUS

1,401.73

ACCOUNT TOTAL 1,887.90

311 622100 029120 YOUNG LEASING CO	INV4567722	0	2022	3	INV A	211.16	C-010422	#AAA59364 - COPIER

ACCOUNT TOTAL 211.16

ORG 311 TOTAL 15,746.94

315 612200 000497 DESOTO COUNTY ELECTR 7212	0	2022	3	INV A	447.72	C-010422	SIGNAL REPAIR @ REC

CITY TRAFFIC AND STREETS LIGHT
MAINTENANCE EQUIPMENT & BUILD

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1540spr1

CITY OF SOUTHAVEN
FEB 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

ACCOUNT TOTAL 447.72
ORG 315 TOTAL 447.72

411 610400 PARKS DEPARTMENT
411 029120 YOUNG LEASING CO INV4551550 0 OFFICE SUPPLIES
2022 3 INV A 1.35 C-010422 #AAA59897 - COPY CO
ACCOUNT TOTAL 1.35

411 612200 MAINTENANCE EQUIPMENT & BUILD
000308 MAINTENANCE SUPPLY 230524 0 2022 3 INV A 62.81 C-010422 MISC. SUPPLIES
001150 NAPA GENUINE PARTS C 346638 0 2022 3 INV A 46.23 C-010422 HITCH & BALL
001361 SAM'S CLUB DIRECT 1-8-2022 0 2022 3 INV A 534.76 C-010422 288 3/SAM'S CLUB DI
005044 LOWE'S HOME CENTERS, 1-15-2022 0 2022 3 INV A 612.88 C-010422 LOWES CREDIT CARD 1
005609 A&B FAST AUTO GLASS 1058496 0 2022 3 INV A 675.00 C-010422 COX OFFICE WINDOW R
013377 CINTAS 4104773822 0 2022 3 INV A 65.64 C-010422 MATS - ARENA
028588 DANIEL MCDOWELL PLUM 12-15-21 0 2022 3 INV A 350.00 C-010422 REOAUR - SNOWDEN HO
ACCOUNT TOTAL 2,347.32

411 612201 PARK MAINTENANCE
026449 KELLY SEPTIC SER 16984 0 2022 3 INV A 180.00 C-010422 PORTA POTTY - CENTR
ACCOUNT TOTAL 180.00

411 612300 MUNICIPAL GOLF COURSE EXPENSE
006738 CALLAWAY GOLF 932680850 0 2022 3 INV A 231.00 C-010422 BALLS - GOLF
006738 CALLAWAY GOLF 932765682 0 2022 3 CRM A -31.00 C-010422 CREDIT
006738 CALLAWAY GOLF 932765686 0 2022 3 CRM A -18.00 C-010422 CREDIT
006738 CALLAWAY GOLF 932868512 0 2022 3 INV A 179.53 C-010422 HATS
ACCOUNT TOTAL 361.53

411 612500 UNIFORMS
003011 M & M PROMOTIONS 96354 0 2022 3 INV A 249.90 C-010422 STAFF WEAR - BELLA+
003011 M & M PROMOTIONS 96355 0 2022 3 INV A 108.00 C-010422 STAFF WEAR
003011 M & M PROMOTIONS 96380 0 2022 3 INV A 40.00 C-010422 SWEATSHIRTS
ACCOUNT TOTAL 397.90

013377 CINTAS 4104630765 0 2022 3 INV A 429.39 C-010422 PARKS UNIFORMS
013377 CINTAS 4105370107 0 2022 3 INV A 402.94 C-010422 PARKS UNIFORMS

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1540spr-iCITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

832.33

ACCOUNT TOTAL

1,230.23

411 613400

001361 SAM'S CLUB DIRECT

1-8-2022

0

COMMUNITY EVENTS
2022 3 INV A

944.42 C-010422

288 3/SAM'S CLUB DI

005044 LOWE'S HOME CENTERS, 1-15-2022

0

2022 3 INV A

104.44 C-010422

LOWES CREDIT CARD 1

022719 UMB CARD SERVICES 1-26-2022

0

2022 3 INV A

607.60 C-010422

#0041-SUPPLIES (UMB

ACCOUNT TOTAL

1,656.46

411 621900

001339 CREDIT CARD CENTER

12-30-2021

0

ASSOCIATIONAL DUES
2022 3 INV A

265.00 C-010422

RENEWAL/TRAINING (N

ACCOUNT TOTAL

265.00

411 627901

002574 CARSON MICHAEL A

12-28-2021

0

UMPIRES
2022 3 INV A

140.00 C-010422

INDOOR SOCCER UMPIR

015545 KLINCK ZACHARY A

12-28-2021

0

2022 3 INV A

290.00 C-010422

INDOOR SOCCER UMPIR

015810 MEARS MICHAEL

12-28-2021

0

2022 3 INV A

140.00 C-010422

INDOOR SOCCER UMPIR

018253 CHAN DAVID

12-28-2021

0

2022 3 INV A

105.00 C-010422

INDOOR SOCCER UMPIR

018255 PHILLIPS ERIC

12-28-2021

0

2022 3 INV A

140.00 C-010422

INDOOR SOCCER UMPIR

031115 MYSIEMICZ MICHAEL

12-28-2021

0

2022 3 INV A

210.00 C-010422

INDOOR SOCCER UMPIR

031322 VASQUEZ GEORGE

12-28-2021

0

2022 3 INV A

175.00 C-010422

INDOOR SOCCER UMPIR

034909 STEVENS JERMY L 12-28-2021

0

2022 3 INV A

175.00 C-010422

INDOOR SOCCER UMPIR

ACCOUNT TOTAL

1,375.00

411 630400

002951 STATELINE TURF & TRA 305143

0

MACHINERY & EQUIPMENT
22000088 2022 3 INV A

52,798.40 C-010422

2022 EXMARK MOWERS

ACCOUNT TOTAL

52,798.40

411 640500

029763 GREAT SOUTHERN RECRE 810877

0

NEIGHBORHOOD PARK RENOVATION
22000034 2022 3 INV A

25,670.00 C-010422

RUBBER MULCH AT CEN

029763 GREAT SOUTHERN RECRE 810884

0

22000035 2022 3 INV A

25,075.00 C-010422

RUBBER PLAYGROUND S

50,745.00

ACCOUNT TOTAL

50,745.00

ORG 411 TOTAL

110,960.29

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT	CHECK	DESCRIPTION

		PARK TOURNAMENTS			
		RESELL / CONCESSION EXPENSE			
412	612400	0	2022 3 INV A	494.46	C-010422
001361	SAM'S CLUB DIRECT	1-8-2022			
003011	M & M PROMOTIONS	96334	0	2022 3 INV A	1,185.75 C-010422
003538	SYSCO CORPORATION	314408437	0	2022 3 INV A	1,287.49 C-010422
006738	CALLAWAY GOLF	932949123	0	2022 3 INV A	318.16 C-010422
022105	NCR CORPORATION	6502423322	0	2022 3 INV A	700.00 C-010422
022806	PEPSI BEVERAGES COMP	67168402	0	2022 3 INV A	2,393.00 C-010422
026772	WILSON SPORTING GOOD	4536452338	0	2022 3 INV A	253.33 C-010422
026772	WILSON SPORTING GOOD	4536463452	0	2022 3 INV A	583.33 C-010422
026772	WILSON SPORTING GOOD	4536463453	0	2022 3 INV A	373.33 C-010422
				1,209.99	
ACCOUNT TOTAL				7,588.85	
412	622100	0	2022 3 INV A	11,250.00	C-010422
007622	MIDSOUTH SPORTS PROD	679			
024247	KALISAK ROSEMARY	DEC2021	0	2022 3 INV A	3,750.00 C-010422
ACCOUNT TOTAL				15,000.00	
ORG 412 TOTAL				22,588.85	
511	610400	MUNICIPAL CODE ENFORCEMENT			
007600	OFFICE DEPOT	209799182001	0	2022 3 INV A	67.01 C-010422
ACCOUNT TOTAL				67.01	
511	612500	UNIFORMS			
003011	M & M PROMOTIONS	96336	0	2022 3 INV A	837.50 C-010422
ACCOUNT TOTAL				837.50	
511	614900	FEED FOR ANIMALS			
012713	HILL'S PET NUTRITION	240855856	0	2022 3 INV A	138.60 C-010422
012713	HILL'S PET NUTRITION	240928779	0	2022 3 INV A	124.74 C-010422
ACCOUNT TOTAL				263.34	
ACCOUNT TOTAL				263.34	
PROFESSIONAL SERVICES					
					288 3/SAM'S CLUB DI
					FALL FINALE T-SHIRT
					CONCESSIONS - RESAL
					DEMO DRIVER - RESAL
					ALOHA SUPPORT
					PEPSI - RESALE
					RECKET - RESALE
					RACKETS - RESALE
					RACKETS - RESALE

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1540sprt

CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

028872 PRECIOUS PAWS ANIMAL 212772

0 2022 3 INV A

968.36 C-010422

PROF. SERVICES

ACCOUNT TOTAL

968.36

511 626100
000500 DESOTO COUNTY ANIMAL 212747

0 ADVERTISING
2022 3 INV A

328.50 C-010422

PROF. SERVICES

ACCOUNT TOTAL

328.50

511 630400
000246 ANIMAL CARE EQUIPMEN 98015

0 MACHINERY & EQUIPMENT
2022 3 INV A

742.00 C-010422

MACH. & EQUIP.

ACCOUNT TOTAL

742.00

ORG 511 TOTAL

3,206.71

CITY FUEL

901 614000
017201 BEST-MADE PETROLEUM 1036048

0 FUEL, & OIL
2022 3 INV A

838.20 C-010422

SYN SW20 55 GAL

ACCOUNT TOTAL

838.20

ORG 901 TOTAL

838.20

902 620700
003011 M & M PROMOTIONS 96404

EXPENSE ACCOUNTS
CITY BEAUTIFICATION
2022 3 INV A

1,977.30 C-010422

CITY BEAUTIFICATION

ACCOUNT TOTAL

1,977.30

902 620902
000415 MID-SO EMERGENCY LIG 3446
000415 MID-SO EMERGENCY LIG 3448
000415 MID-SO EMERGENCY LIG 3449
000415 MID-SO EMERGENCY LIG 3450
000415 MID-SO EMERGENCY LIG 3472
000415 MID-SO EMERGENCY LIG 3474
000415 MID-SO EMERGENCY LIG 3475

0 FACILITIES MANAGEMENT
2022 3 INV A
2022 3 INV A
2022 3 INV A
2022 3 INV A
2022 3 INV A
2022 3 INV A
2022 3 INV A

207.00 C-010422 EMERGENCY LIGHT SER
270.00 C-010422 FEMA STORM SHELTER/
171.00 C-010422 ARENA/EMERGENCY LIG
180.00 C-010422 SPD-WEST PRECINCT/E
18.00 C-010422 TENNIS CENTER/EMERG
54.00 C-010422 SNOWDEN HOME/EMERG
909.00 C-010422 PARKS & REC/EMERGEN

1,809.00

000734 MAGNOLIA ELECTRIC 338672

0 2022 3 INV A

397.78 C-010422

ELEC. REPAIRS

000915 HOME DEPOT CREDIT SE 5052398

0 2022 3 INV A

17.82 C-010422

OUTLET EXTENDER FOR

005044 LOWE'S HOME CENTERS, 1-15-2022

0 2022 3 INV A

208.85 C-010422

LOWES CREDIT CARD 1

014437 CB RICHARD ELLIS COR 659527

0 2022 3 INV A

921.54 C-010422

DECEMBER 2021 & JAN

016517 UPCHURCH SERVICES, L 194848
016517 UPCHURCH SERVICES, L 195065
016517 UPCHURCH SERVICES, L 195067

0 2022 3 INV A
0 2022 3 INV A
0 2022 3 INV A

359.00 C-010422
119.00 C-010422
119.00 C-010422

HVAC SERVICES COURT
HVAC SERV. @ FIRE S
FIRE STATION #2 HVA

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1540spziCITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1	TO 2022/4	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
016517 UPCHURCH SERVICES, L	195068	0	2022 3	INV A	140.00 C-010422		HVAC SERVICES @ FIR
016517 UPCHURCH SERVICES, L	195070	0	2022 3	INV A	168.00 C-010422		HVAC SERVICES @ FIR
					905.00		
022719 UMB CARD SERVICES	1-26-2022	0	2022 3	INV A	745.99 C-010422		#0041-SUPPLIES (UMB
030629 AMAZON CAPITAL	114671NJ7CF	0	2022 3	INV A	140.25 C-010422		#ANK067K8LPB-FLOOR
030629 AMAZON CAPITAL	1R1VCPNW4WLX	0	2022 3	INV A	461.69 C-010422		#ANKP067K8KPB-LAZ
					601.94		
031070 FRANCE PAINT CO	23	0	2022 3	INV A	4,150.00 C-010422		GUN RANGE PAINTING
031980 COMMERCIAL PAINTING	1513-1	22000109	2022 3	INV A	18,900.00 C-010422		INTERIOR OFFICE PAI
033496 ULTIMATE WINDOWS DOO	UW1284	0	2022 3	INV A	1,990.20 C-010422		WINDOWS AT GOLF COU
					30,648.12		
					ACCOUNT TOTAL		
902 621400		0			LIBRARY EXPENSE 0.75 MILL		
001927 FIRST REGIONAL LIBRA	1-1-2022	0	2022 3	INV A	300,000.00 C-010422		2022 CONTRIBUTION B
					ACCOUNT TOTAL		
902 625103		0			DRAINAGE MAINTENANCE		
009591 TRI FIRMA	62800B	0	2022 3	INV A	2,474.73 C-010422		2733 GRAYSTONE - DR
009591 TRI FIRMA	62880B	0	2022 3	INV A	2,084.11 C-010422		BROOKHAVEN PARK PIP
					4,558.84		
					ACCOUNT TOTAL		
902 625150		0			DRAINAGE IMPROVEMENT		
000354 METER SERVICE AND SU	25606	0	2022 3	INV A	2,345.00 C-010422		HW SEWER PIPE G.J.
009591 TRI FIRMA	62750B	0	2022 3	INV A	28,307.40 C-010422		STATELINE CURB AND
					30,652.40		
					ACCOUNT TOTAL		
902 625220		0			STREET MAINTENANCE		
009591 TRI FIRMA	62820B	0	2022 3	INV A	1,707.50 C-010422		5739 HUNTER'S CHASE
009591 TRI FIRMA	62850B	0	2022 3	INV A	2,023.73 C-010422		4052 APPALOUSA - ST
009591 TRI FIRMA	62870B	0	2022 3	INV A	2,600.99 C-010422		8422 WINSOR LN - ST
					6,332.22		
					ACCOUNT TOTAL		
					6,332.22		
					ORG 902 TOTAL		
					374,168.88		

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

905	629300	LIABILITY INSURANCE						
905	016199	HOLLAND INSURANCE	4940G113	0	2022 3 INV A	5,086.00	C-010422	UNEMPLOYMENT BONDS

ACCOUNT TOTAL
ORG 905 TOTAL
5,086.00
5,086.00

906	622100	PROFESSIONAL DUES						
906	001161	SOUTHAVEN CHAMBER OF	90661402	0	2022 3 INV A	6,666.67	C-010422	JANUARY 2022 CONTRI
	002130	HOUSE OF GRACE	1-1-2022	0	2022 3 INV A	750.00	C-010422	FY 2022 CONTRIBUTIO
	006682	DESOTO FAMILY THEATR	1-1-2022	0	2022 3 INV A	2,500.00	C-010422	FY 2022 CONTRIBUTIO
	020724	HEALING HEARTS CHIL	1-1-2022	0	2022 3 INV A	3,333.34	C-010422	FY 2022 CONTRIBUTIO
	027121	ARC NORTHWEST MS	1-1-2022	0	2022 3 INV A	1,666.67	C-010422	FY 2022 CONTRIBUTIO

ACCOUNT TOTAL
ORG 906 TOTAL
14,916.68
14,916.68

FUND 0010 GENERAL FUND

TOTAL: 649,585.19

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1540spri | FY 2022 CLAIMS DOCKET C-010422

18
| apinvgla

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

611 626300 SPECIAL ASSESSMENTS EXPEND
611 AMPHITHEATER MANAGEMENT
017044 DESOTO COUNTY 1-1-2022 0 2022 3 INV A 8,333.33 C-010422 CONCERT PROMOTER/BA

ACCOUNT TOTAL 8,333.33

ORG 611 TOTAL 8,333.33

FUND 0240 TOURIST & CONVENTION TOTAL: 8,333.33

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

0400 130700 UTILITY FUND
020801 KREUNEN CONST 40023 0 ACCOUNTS RECEIVABLE

026680 SKY LAKE CONSTRUCTIO 40027 0 2022 3 INV A 81.08 C-010422
026680 SKY LAKE CONSTRUCTIO 40028 0 2022 3 INV A 90.84 C-010422
026680 SKY LAKE CONSTRUCTIO 40029 0 2022 3 INV A 95.72 C-010422

267.64

032843 LEGACY NEW HOMES, LL 40032 0 2022 3 INV A 66.44 C-010422
034440 MYND MANAGEMENT INC 40022 0 2022 3 INV A 74.38 C-010422
034440 MYND MANAGEMENT INC 40025 0 2022 3 INV A 71.72 C-010422
034440 MYND MANAGEMENT INC 40026 0 2022 3 INV A 71.72 C-010422
034440 MYND MANAGEMENT INC 40034 0 2022 3 INV A 127.66 C-010422

345.48

034983 BURCHFIELD MELISSA 39987 0 2022 3 INV A 21.10 C-010422
034984 COLLINS TIANA 39988 0 2022 3 INV A 93.48 C-010422
034985 EDWARD CLIFTON 39989 0 2022 3 INV A 13.36 C-010422
034987 MCCASKILL DARYL 39991 0 2022 3 INV A 93.48 C-010422
034989 GUNTER III MARCUS 39993 0 2022 3 INV A 98.36 C-010422
034990 SMOYER BLAKE 39994 0 2022 3 INV A 58.66 C-010422
034991 YOUNG SCOTT & REYSIE 39995 0 2022 3 INV A 98.36 C-010422
034992 JOHNSON DON 39996 0 2022 3 INV A 3.36 C-010422
034993 MCCAMMON RICK 39997 0 2022 3 INV A 60.00 C-010422
034994 HARRISON MARK 39998 0 2022 3 INV A 41.08 C-010422
034995 THORNTON HOWARD 39999 0 2022 3 INV A 3.36 C-010422
034996 PEARSON PAUL W 40000 0 2022 3 INV A 23.36 C-010422
034997 JACKSON DOUGLAS 40001 0 2022 3 INV A 98.36 C-010422
034998 DUKE JACKIE 40002 0 2022 3 INV A 23.36 C-010422
034999 BLACKMON COURTNEY 40003 0 2022 3 INV A 51.80 C-010422
035000 ZELESZKI DENISE 40004 0 2022 3 INV A 300.94 C-010422

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422



YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VEHICLE INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

035001	ANTONE NANCY	40005	0	2022	3	INV A	98.36	C-010422
035002	DICKINSON GAE	40006	0	2022	3	INV A	6.44	C-010422
035003	POPE BARBARA	40007	0	2022	3	INV A	131.93	C-010422
035004	HICKS DEVIN	40008	0	2022	3	INV A	81.08	C-010422
035005	SUTTER JUSTIN	40009	0	2022	3	INV A	98.36	C-010422
035006	MOTZ ANN	40010	0	2022	3	INV A	23.36	C-010422
035007	EBERT DANIEL	40011	0	2022	3	INV A	125.00	C-010422
035008	COLLIER BILLIE	40012	0	2022	3	INV A	98.36	C-010422
035009	JIMENEZ RONALD	40013	0	2022	3	INV A	56.08	C-010422
035010	MCGHEE DENNIS J JR	40014	0	2022	3	INV A	81.08	C-010422
035011	AHRENS WARREN	40015	0	2022	3	INV A	71.72	C-010422
035012	PATEL TINA & TAILOR	40016	0	2022	3	INV A	53.78	C-010422
035013	CONAWAY JENNIFER	40017	0	2022	3	INV A	6.04	C-010422
035014	RUCKER DONNA	40018	0	2022	3	INV A	98.36	C-010422
035015	LIFETIME TRUST OF WI	40019	0	2022	3	INV A	88.60	C-010422
035016	TAYLOR SYDNE	40020	0	2022	3	INV A	98.36	C-010422
035017	LOTT NATASHA	40021	0	2022	3	INV A	67.90	C-010422
035018	MIXON SHELBY	40024	0	2022	3	INV A	35.32	C-010422
035019	REBER STEVE	40030	0	2022	3	INV A	71.72	C-010422
035020	JACKSON HENRY	40031	0	2022	3	INV A	42.44	C-010422
035021	CAPALAD JASON	40033	0	2022	3	INV A	93.48	C-010422
035022	KIAN G TAN	40035	0	2022	3	INV A	78.84	C-010422

ACCOUNT TOTAL 3,449.67

0400 211400
010365 NESBIT WATER 12-28-2021

FEES OWED TO NESBIT WATER ASSC
2022 3 INV A 3,096.00 C-010422

FEES COLLECTED FROM

ACCOUNT TOTAL 3,096.00

ORG 0400 TOTAL 6,545.67

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1540sprtCITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

811	650901	UTILITY EXPENSE ACCOUNTS							
811	002848	HORN LAKE CREEK BASIN LOAN PYM	0	2022	3	INV A	2,787.69	C-010422	DEC. 2021 HL CREEK

811	650905	DCRUA SEWER TREATMENT FEE	0	2022	3	INV A	75,935.08	C-010422	JAN. 2022 SEWER TRE
	004646	DESOTO COUNTY REGION 2621							
		ACCOUNT TOTAL					2,787.69		
		ACCOUNT TOTAL					75,935.08		

811	651400	DCRUA UPGRADE TAP FEES	0	2022	3	INV A	10,500.00	C-010422	COLLECTED SEWER FEE
	004646	DESOTO COUNTY REGION 12-28-2021							
		ACCOUNT TOTAL					10,500.00		

811	651500	DCRUA TAP FEES	0	2022	3	INV A	24,500.00	C-010422	COLLECTED SEWER FEE
	004646	DESOTO COUNTY REGION 12-28-2021							
		ACCOUNT TOTAL					24,500.00		

ORG 811 TOTAL 113,722.77

815	625300	UTILITY CAPITAL IMPROVEMENTS							
815	001167	EXTENSION & OTHER IMPROVEMENTS	22000092	2022	3	INV A	6,330.00	C-010422	SCADA FOR LIFT STAT
		ACCOUNT TOTAL					6,330.00		

815	625310	STARLANDING WATER SYS IM PH II	0	2022	3	INV A	117,277.50	C-010422	STARLANDING WATER S
	034824	LANDMARK CONSTRUCTIO PAYAPP2							
		ACCOUNT TOTAL					117,277.50		

ORG 815 TOTAL 123,607.50

820	610500	UTILITY ADMINISTRATIVE EXPENSE							
820	000952	COMPUTERS	0	2022	3	INV A	11,942.72	C-010422	QUARTERLY PAYMENTS
		ACCOUNT TOTAL					11,942.72		

ORG 820 TOTAL 11,942.72

825	611000	UTILITY MAINTENANCE EXPENSES							
825	000354	MATERIALS	0	2022	3	INV A	1,116.80	C-010422	MEGA-LUG KIT
	000354	METER SERVICE AND SU 25784	0	2022	3	INV A	2,719.50	C-010422	ADAPTERS & COUPLING
	000354	METER SERVICE AND SU 25787	0	2022	3	INV A	2,754.00	C-010422	COUPLINGS
	000354	METER SERVICE AND SU 25846	0	2022	3	INV A			
		ACCOUNT TOTAL					6,590.30		

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

000734 MAGNOLIA ELECTRIC	338697	0	2022 3 INV A	813.53 C-010422	LIGHTS FOR STARLAND
000734 MAGNOLIA ELECTRIC	338765	0	2022 3 INV A	772.68 C-010422	FLOOD LIGHTS FOR ST

005044 LOWE'S HOME CENTERS, 1-15-2022		0	2022 3 INV A	1,586.21	
				1,523.77 C-010422	LOWES CREDIT CARD 1

007304 O'REILLYS AUTO PARTS 1257-160284		0	2022 3 INV A	4.44 C-010422	LIGHT (MINI BULB)
007304 O'REILLYS AUTO PARTS 1257-160600		0	2022 3 INV A	43.98 C-010422	DATA CABLE & TRAILLE
007304 O'REILLYS AUTO PARTS 1791-173085		0	2022 3 INV A	24.99 C-010422	CAR CHARGER

007766 CENTRAL PIPE SUPPLY, S100281105-001		0	2022 3 INV A	4,977.00 C-010422	METERS

010919 TRACTOR SUPPLY CREDI 1085490667		0	2022 3 INV A	99.98 C-010422	2 - PINCH BARS

013650 BATTERIES PLUS P46561687		0	2022 3 INV A	149.05 C-010422	REPLACE PHONE SCREE
020637 IAC, INC 1282711		0	2022 3 INV A	2,985.07 C-010422	ANA LOG INPUT MODUL

825 611100			ACCOUNT TOTAL	17,984.79	
001146 IDEAL CHEMICAL 267371		0	2022 3 INV A	921.75 C-010422	CHEMICALS FOR WHITW
001146 IDEAL CHEMICAL 267372		0	2022 3 INV A	2,853.75 C-010422	CHEMICALS FOR GREEN
001146 IDEAL CHEMICAL 267373		0	2022 3 INV A	921.75 C-010422	CHEMICALS FOR COLLE
001146 IDEAL CHEMICAL 267524		0	2022 3 INV A	2,853.75 C-010422	CHEMICALS FOR GREEN
001146 IDEAL CHEMICAL 267657		0	2022 3 INV A	2,399.50 C-010422	CHEMICALS FOR WHITW
001146 IDEAL CHEMICAL 267658		0	2022 3 INV A	2,165.75 C-010422	CHEMICALS FOR COLLE

825 611300			ACCOUNT TOTAL	12,116.25	
029563 LANDERS FORD SOUTH 137675		0	2022 3 INV A	457.09 C-010422	REPAIRS TO TRUCK #8

825 612200			ACCOUNT TOTAL	457.09	
008561 S & H SMALL ENGINES 68218		0	2022 3 INV A	171.56 C-010422	SAW CHAINS

825 612500			ACCOUNT TOTAL	171.56	
013377 CINTAS 4104089475		0	2022 3 INV A	469.18 C-010422	UNIFORMS

825 622100			ACCOUNT TOTAL	469.18	
			PROFESSIONAL SERVICES		

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

YEAR/PERIOD: 2022/1 TO 2022/4		INVOICE		PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR								
009195	GAINES, ROBERT	1249	0	2022 3	INV A	4,945.00	C-010422	SCADA
						ACCOUNT TOTAL		4,945.00
825	624500							LICENSES & MISCELLANEOUS FEES
019542	ATLAS LICENSE COMPAN	12-21-2021	0	2022 3	INV A	200.00	C-010422	RENEWAL FEE FOR 10
						ACCOUNT TOTAL		200.00
825	650903							INTERCEPTOR SEWER TREATMENT
002848	HORN LAKE CREEK BASI	12202021	0	2022 3	INV A	96,137.71	C-010422	DEC. 2021 SEWER FEE
						ACCOUNT TOTAL		96,137.71
						ORG 825 TOTAL		132,481.58
						TOTAL:		388,300.24

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-010422

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YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

0450		SANITATION FUND		ACCOUNTS RECEIVABLE	
0450	130700			2022	3 INV A
034986	DUONG KIMBERLY-GARBA	39990	0	2022	3 INV A
034988	HUDSON ZACHARY - GAR	39992	0	2022	3 INV A
				ACCOUNT TOTAL	
				TOTAL	
				13.20	

FUND 0450 SANITATION FUND

TOTAL:

13.20

** END OF REPORT - Generated by Sonya Pride **

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

111	625700	MAYOR ADMIN DEPARTMENT	TELEPHONE & POSTAGE	56.36	D-010422	190807	287266623690-MAYOR
111	001167	AT&T MOBILITY	2022 3 INV P	56.36			
		ACCOUNT TOTAL		56.36			
		ORG 111 TOTAL		56.36			
125	621505	COURT DEPARTMENT	COURT SUPPLIES	122.72	D-010422	190807	28726245901-COURT C
125	001167	AT&T MOBILITY	2022 3 INV P	122.72			
		ACCOUNT TOTAL		122.72			
		ORG 125 TOTAL		122.72			
150	610500	INFORMATION TECHNOLOGY	COMPUTERS	1,805.12	D-010422	190807	287251543491- IT CE
150	001167	AT&T MOBILITY	2022 3 INV P	117.83	D-010422	190801	0001174-MASTER BILL
		ACCOUNT TOTAL		1,922.95			
150	610550	NETWORK CONNECTIVITY	2022 3 INV P	165.52	D-010422	190807	287251543491- IT CE
		ACCOUNT TOTAL		165.52			
150	625700	TELEPHONE/POSTAGE	2022 3 INV P	506.12	D-010422	190807	287251543491- IT CE
		ACCOUNT TOTAL		506.12			
		ORG 150 TOTAL		2,594.59			
180	622100	PLANNING / ENGINEERING DEPT	PROFESSIONAL FEES	148.00	D-010422	190802	RELEASE 74 LIENS
180	010920	DATE K. THOMPSON	2022 3 INV P	148.00			
		ACCOUNT TOTAL		148.00			
180	625700	TELEPHONE/POSTAGE	2022 3 INV P	281.80	D-010422	190807	287269342685-BUILD
		ACCOUNT TOTAL		281.80			
		ORG 180 TOTAL		1,378.83			
		ACCOUNT TOTAL		1,378.83			
		ORG 180 TOTAL		1,526.83			

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CITY OF SOUTHAVEN
FV 2022 CLAIMS DOCKET D-010422



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YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

211 600100 POLICE DEPARTMENT
211 028255 BRAND MARRELL SALARIES-ADMINISTRATION

12-22-2021	0	2022 3	INV P	373.11	D-010422	190800	PAYROLL SHORTAGE/MA
034977 LYNCH TIMOTHY Q	0	2022 3	INV P	185.90	D-010422	190555	MANUAL CR REQUEST T

ACCOUNT TOTAL

559.01

211 622100 PROFESSIONAL SERVICES
022516 PERSONNEL EVALUATION 42445

2022 3 INV P

80.00 D-010422

190804 4 EVALS

ACCOUNT TOTAL

80.00

211 625700 TELEPHONE & POSTAGE
001167 AT&T MOBILITY

2022 3 INV P

398.02 D-010422

190807 287297551151-LPR &

001234 CENTURYLINK 1223-121021

2022 3 INV P

288.48 D-010422

190810 300091223 - PHONES

018521 SOUTHERN TELECOMMUNI 11-28-2021

2022 3 INV P

560.88 D-010422

190821 SOUTHERN TELE. STAT

031448 AT&T 3350-121821

2022 3 INV P

53.50 D-010422

190806 303363350 - WEST

ACCOUNT TOTAL

1,300.88

211 626000 UTILITIES
000966 ENTERGY 260005065549
000966 ENTERGY 355004793848
000966 ENTERGY 390003508476
000966 ENTERGY 400002577314
000966 ENTERGY 435004132103
000966 ENTERGY 60007067308
000966 ENTERGY 65006867402

2022 3 INV P

1,151.06 D-010422

190817 151475605-7320 HIGH

52.56 D-010422

190816 180865792-STATELINE

7.56 D-010422

190814 133300244-8691 NORT

7.93 D-010422

190814 176619377-777 STATE

2,138.39 D-010422

190818 37423837-8691 NORTH

11.45 D-010422

190814 167750496-7505 CHER

11.57 D-010422

190814 167750488-2719 BROO

002351 COMCAST 1174-120821

2022 3 INV P

450.70 D-010422

190801 0001174-MASTER BILL

ACCOUNT TOTAL

3,831.22

ORG 211 TOTAL

5,771.11

215 600100 EMERGENCY SERVICES
034979 FOWLAKES CYNTHIA 12-20-2021

2022 3 INV P

371.25 D-010422

190558 PAYROLL SHORTAGE/MA

ACCOUNT TOTAL

371.25

215 625700 TELEPHONE/POSTAGE
001167 AT&T MOBILITY 8226-120321

2022 3 INV P

29.43 D-010422

190799 287311608226 - EMER

ACCOUNT TOTAL

29.43

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-010422

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YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

290 600100 FIRE DEPARTMENT
290 026195 JOHNSON MICHAEL 12-29-2021 0 SALARIES-ADMINISTRATION
272.56 D-010422 190819 PAYROLL SHORTAGE/MA

290 611300 MAINTENANCE VEHICLES
290 000887 JIMMY GRAY CHEVROLET 392164 0
57.32 D-010422 190559 RE-ISSUE/DEXOS OIL

290 626000 UTILITIES
290 000966 ENTERGY 100005542258 0
2022 3 INV P 1,323.79 D-010422 190817 15021074 - 6450 GET
2022 3 INV P 88.45 D-010422 190816 50134691 - 8945 TUL
2022 3 INV P 175006385292 898.00 D-010422 190817 51589596 - 1940 STA
2022 3 INV P 000966 ENTERGY 175006385355 839.18 D-010422 190817 15374952 - 6050 ELM
2022 3 INV P 000966 ENTERGY 55006920268 716.45 D-010422 190817 79401667 - 7980 SWI
2022 3 INV P 000966 ENTERGY 65006862825

ACCOUNT TOTAL 3,865.87
ORG 290 TOTAL 4,195.75

311 625700 PUBLIC WORKS DEPARTMENT
311 001167 AT&T MOBILITY 9041-1221 0 TELEPHONE & POSTAGE
471.33 D-010422 190807 287251729041- PUBLI

ACCOUNT TOTAL 471.33
ORG 311 TOTAL 471.33

315 626000 CITY TRAFFIC AND STREETS LIGHT
315 000966 ENTERGY 10015886840 0 UTILITIES
2022 3 INV P 23.23 D-010422 190815 115078636- 1989 STA
2022 3 INV P 108.75 D-010422 190816 16330888 - GOODMAN
2022 3 INV P 000966 ENTERGY 105006610573 7.67 D-010422 190814 15540321-367 RASCO
2022 3 INV P 000966 ENTERGY 135006475805 83.33 D-010422 190816 15556418- STARELINE
2022 3 INV P 000966 ENTERGY 140005367944 22.31 D-010422 190815 50881416-4005 STATE
2022 3 INV P 000966 ENTERGY 140005374743 379.12 D-010422 190817 119287241-1855 FIRS
2022 3 INV P 000966 ENTERGY 150005367417 21.14 D-010422 190815 85056398- 750 BROOK
2022 3 INV P 000966 ENTERGY 160005346609 17.89 D-010422 190814 18054445 - 8777 WHI
2022 3 INV P 000966 ENTERGY 175006385207 20.23 D-010422 190815 19047497- 951 RASCO
2022 3 INV P 000966 ENTERGY 180005427666 37.44 D-010422 190815 79896114- 984 STATE
2022 3 INV P 000966 ENTERGY 200004784503 7.56 D-010422 190814 31166523- 1200 BROO
2022 3 INV P 000966 ENTERGY 205006161987 32.17 D-010422 190815 16839003-HIGHWAY 51
2022 3 INV P 000966 ENTERGY 205006163212 11.31 D-010422 190814 89409965-ESTATES OF
2022 3 INV P 000966 ENTERGY 255005708685 152.27 D-010422 190817 100968049-8770 NORT
2022 3 INV P 000966 ENTERGY 300003552148 20.99 D-010422 190815 129563102- 426 STAR
2022 3 INV P 000966 ENTERGY 300078777745

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-010422



YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

000966	ENERGY	305005121088	0	2022	3	INV P	17.64	D-010422	190814	64945074-805 RASCO
000966	ENERGY	325005002947	0	2022	3	INV P	26.09	D-010422	190815	68134584-HAMILTON &
000966	ENERGY	325005002948	0	2022	3	INV P	277.54	D-010422	190817	69086056-HAMILTON
000966	ENERGY	335004965536	0	2022	3	INV P	74.72	D-010422	190816	61645719-7655 AIRWA
000966	ENERGY	335004965537	0	2022	3	INV P	131.08	D-010422	190816	61645784-7532 SOUTH
000966	ENERGY	360003506837	0	2022	3	INV P	195.84	D-010422	190817	100253780- GOODMAN
000966	ENERGY	370003527612	0	2022	3	INV P	20.89	D-010422	190815	17624495-3005 STANT
000966	ENERGY	375004638231	0	2022	3	INV P	31.74	D-010422	190815	14978985- MISSISSI
000966	ENERGY	410002122212	0	2022	3	INV P	219.89	D-010422	190817	42493999-8191 TULAN
000966	ENERGY	440002852165	0	2022	3	INV P	62.46	D-010422	190803	160129912- HIGHWAY
000966	ENERGY	450002918692	0	2022	3	INV P	83.75	D-010422	190816	110821964- STLINE H
000966	ENERGY	450002918693	0	2022	3	INV P	65.17	D-010422	190816	110821972- STATELINE
000966	ENERGY	450002918694	0	2022	3	INV P	69.38	D-010422	190816	110821998- MISS VALL
000966	ENERGY	450002918695	0	2022	3	INV P	66.40	D-010422	190816	110822038- RASCO RD
000966	ENERGY	45006919049	0	2022	3	INV P	91.17	D-010422	190816	52482346-8355 AIRWA
000966	ENERGY	50007481844	0	2022	3	INV P	36.83	D-010422	190815	158165845- 2719 BRO
000966	ENERGY	520001586580	0	2022	3	INV P	108.75	D-010422	190816	19041425-GOODMAN AN
000966	ENERGY	55006924396	0	2022	3	INV P	527.85	D-010422	190817	55245484- 8935 COMM
000966	ENERGY	55006926413	0	2022	3	INV P	331.25	D-010422	190817	16832230-453 AIRPOR
000966	ENERGY	55006926414	0	2022	3	INV P	7.97	D-010422	190814	16834756- SOUTHAVEN
000966	ENERGY	55006926497	0	2022	3	INV P	24.67	D-010422	190815	47904040-8683 AIRWA
000966	ENERGY	75006827598	0	2022	3	INV P	32.93	D-010422	190815	68134634-NORTHWEST
000966	ENERGY	75006827599	0	2022	3	INV P	67.49	D-010422	190816	68135326- STATLINE

3,516.91

ACCOUNT TOTAL

3,516.91

ORG 315 TOTAL

3,516.91

PARKS DEPARTMENT

SALARIES-ADMINISTRATION

411 600100 12-17-2021 0 2022 3 INV P 283.41 D-010422 190552 MANUAL CK REQUEST T

ACCOUNT TOTAL

283.41

411 625700 1081-1221 0 2022 3 INV P 604.83 D-010422 190807 287265161081-PARKS

TELEPHONE & POSTAGE

411 001167 AT&T MOBILITY 1081-1221 0 2022 3 INV P 143.46 D-010422 190821 SOUTHERN TELE. STAT

ACCOUNT TOTAL

748.29

411 626000

UTILITIES

000966 ENERGY 110006611201 0 2022 3 INV P 131.71 D-010422 190816 15928989-8400 GREEN
000966 ENERGY 120005422147 0 2022 3 INV P 286.53 D-010422 190817 125567883-800 STOME
000966 ENERGY 190005571744 0 2022 3 INV P 21.52 D-010422 190815 16836454-4700 STATE
000966 ENERGY 190005571745 0 2022 3 INV P 897.81 D-010422 190817 16838229-4700 STATE
000966 ENERGY 20008103802 0 2022 3 INV P 612.45 D-010422 190817 123335762-800 STOME
000966 ENERGY 205006163211 0 2022 3 INV P 7.56 D-010422 190814 16838419-7505 CHERK
000966 ENERGY 230004989824 0 2022 3 INV P 117.99 D-010422 190816 46687588-365 RASCO
000966 ENERGY 345004857217 0 2022 3 INV P 22.43 D-010422 190815 56395635-7360 US HI

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-010422

YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

000966 ENERGY	35007047649	0	2022	3	INV P	7.56	D-010422	190814	45692910-8925 SWINN
000966 ENERGY	375004638028	0	2022	3	INV P	183.23	D-010422	190817	19046929-1978 STATE
000966 ENERGY	400002578432	0	2022	3	INV P	25.08	D-010422	190815	117424333-1729 BROO
000966 ENERGY	45006976725	0	2022	3	INV P	7.56	D-010422	190814	69723351-8925 SWINN
000966 ENERGY	455003997250	0	2022	3	INV P	3,846.23	D-010422	190818	41111535-7360 US HI
000966 ENERGY	465003957416	0	2022	3	INV P	491.75	D-010422	190817	125567875-800 STOWE
000966 ENERGY	475003950338	0	2022	3	INV P	7.56	D-010422	190814	127643922-7890 GRE
000966 ENERGY	50007475642	0	2022	3	INV P	248.69	D-010422	190817	38822441-8925 SWINN

6,915.66

001145 ATMOS ENERGY	2435-121321	0	2022	3	INV P	269.57	D-010422	190809	3019672435-8400 GRE
001145 ATMOS ENERGY	3076-121321	0	2022	3	INV P	118.24	D-010422	190809	3020713076-8925 SW
001145 ATMOS ENERGY	4023-120221	0	2022	3	INV P	68.61	D-010422	190809	4009764023-8779 W

456.42

002351 COMCAST	1174-120821	0	2022	3	INV P	693.17	D-010422	190801	0001174-MASTER BILL
016529 DIRECTV	18993796X211209	0	2022	3	INV P	94.42	D-010422	190557	018993796 - PARKS (

8,159.67

ACCT TOTAL

9,191.37

ORG 411

TOTAL

PARK TOURNAMENTS

WAGES AND SALARIES

033217 LEFTWICH DOMINIC	12-17-2021	0	2022	3	INV P	259.98	D-010422	190554	MANUAL CK REQUEST T
033217 LEFTWICH DOMINIC	12-17-21	0	2022	3	INV P	189.25	D-010422	190554	MANUAL CK REQUEST T
033217 LEFTWICH DOMINIC	DECI17-2021	0	2022	3	INV P	296.92	D-010422	190554	MANUAL CK REQUEST T

746.15

034972 BALLARD LAUREN A	12-17-2021	0	2022	3	INV P	77.10	D-010422	190548	MANUAL CK REQUEST T
034973 DAY INDIA	12-17-2021	0	2022	3	INV P	21.76	D-010422	190550	MANUAL CK REQUEST T
034974 PONDER EMMA K	12-17-2021	0	2022	3	INV P	42.81	D-010422	190556	MANUAL CK REQUEST T
034975 EDWARDS CHRISTOPHER	12-17-2021	0	2022	3	INV P	143.18	D-010422	190551	MANUAL CK REQUEST T
034976 JORDAN TENNESSON C	12-17-2021	0	2022	3	INV P	174.58	D-010422	190553	MANUAL CK REQUEST T

1,205.58

412 627901	TOURNAMENT UMPIRE FEES								
033444 MILLER DUSTIN	10-24-21	0	2022	3	INV P	730.00	D-010422	190560	RE-ISSUE #2/FALL FI

ACCT TOTAL

730.00

ORG 412

TOTAL

1,935.58

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-010422

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ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

511	625700	MUNICIPAL CODE ENFORCEMENT							
511	001167	AT&T MOBILITY	7723-1221	0	2022	3	INV P	282.30	D-010422 190807 287269097723- ANIMA

ACCOUNT TOTAL 282.30
ORG 511 TOTAL 282.30

902	620902	EXPENSE ACCOUNTS							
902	000966	ENTERGY	175006388865	0	2022	3	INV P	17.02	D-010422 190814 110165339-5730 STAT
	000966	ENTERGY	180005429915	0	2022	3	INV P	385.32	D-010422 190817 130057649-7312 HIGH
	000966	ENTERGY	200004787568	0	2022	3	INV P	19.58	D-010422 190815 16832636- 4085 STAT
	000966	ENTERGY	220004953945	0	2022	3	INV P	70.06	D-010422 190816 15991573- 8710 NORTH
	000966	ENTERGY	325005002893	0	2022	3	INV P	2,468.45	D-010422 190818 68111178- 8554 NORTH
	000966	ENTERGY	390003508297	0	2022	3	INV P	99.95	D-010422 190816 80540586- 8889 NORTH
	000966	ENTERGY	55006926412	0	2022	3	INV P	3,939.38	D-010422 190818 16831992- 8700 NORTH

6,999.76

002351	COMCAST	2005101221	0	2022	3	INV P	550.72	D-010422 190813 8396400220200510- 1
018521	SOUTHERN TELECOMMUNI	11-28-2021	0	2022	3	INV P	287.76	D-010422 190821 SOUTHERN TELE. STAT

ACCOUNT TOTAL 7,838.24

902	622100	PROFESSIONAL SERVICES							
024875	ADP LLC	594794108	0	2022	3	INV P	447.50	D-010422 190805 ADP-WORKFORCE NOW E	

ACCOUNT TOTAL 447.50

ORG 902 TOTAL 8,285.74

FUND 0010 GENERAL FUND TOTAL: 38,351.27

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-010422



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ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

825 600100 UTILITY MAINTENANCE EXPENSES
030925 COLLINS MICHAEL 12-17-2021 0 SALARIES-ADMINISTRATION
27.42 D-010422 190549 MANUAL CK REQUEST T

825 625700
001167 AT&T MOBILITY 60413-1221 0 TELEPHONE & POSTAGE
2,074.70 D-010422 190807 287251660413-UTILIT

825 626000 UTILITIES
000966 ENERGY 120005418296 0 2022 3 INV P 98.42 D-010422 190816 16835233- TOWN & CO
000966 ENERGY 120005418297 0 2022 3 INV P 15.83 D-010422 190814 16839508-8989 STANT
000966 ENERGY 140005371357 0 2022 3 INV P 12.35 D-010422 190814 16292922-8779 WHITW
000966 ENERGY 2024291809 0 2022 3 INV P 688.10 D-010422 190817 16293136-8779 WHITW
000966 ENERGY 375004638029 0 2022 3 INV P 12.84 D-010422 190814 19047166-1281 BROOK
000966 ENERGY 45006976658 0 2022 3 INV P 10.26 D-010422 190814 71532782-1433 STATE
000966 ENERGY 50007475959 0 2022 3 INV P 28.46 D-010422 190815 163913981- SWINNEA
000966 ENERGY 510001608295 0 2022 3 INV P 123.24 D-010422 190816 102092335-8182 GETW
000966 ENERGY 55006926415 0 2022 3 INV P 73.50 D-010422 190816 16835787-HIDGINS RD
000966 ENERGY 55006926416 0 2022 3 INV P 26.83 D-010422 190815 16851735-5795 PEPPE
000966 ENERGY 60007060524 0 2022 3 INV P 12.04 D-010422 190814 16851180-7696 AIRMA
000966 ENERGY 95006636337 0 2022 3 INV P 20.37 D-010422 190815 18141937-8440 GREEN

001145 ATMOS ENERGY 5862-121321 0 2022 3 INV P 20.36 D-010422 190809 4024565862-8182 GET
001167 AT&T MOBILITY 10592-120521 0 2022 3 INV P 58.85 D-010422 190808 662449-26050010592-
001167 AT&T MOBILITY 8869-1221 0 2022 3 INV P 965.51 D-010422 190807 820538869-SCADA & L

002351 COMCAST 1174-120821 0 2022 3 INV P 656.55 D-010422 190801 0001174-MASTER BILL
ACCOUNT TOTAL 2,823.51
ORG 825 TOTAL 4,925.63

FUND 0400 UTILITY FUND TOTAL: 4,925.63

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YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

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WARRANT

CHECK

DESCRIPTION

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0600

PAYROLL FUND

GARNISHMENTS

021029	CHAPLAINS	BENEVOLENC	12-28-2021
021029	CHAPLAINS	BENEVOLENC	12-28-21

0	2022	3	INV P
0	2022	3	INV P

298.00 D-010422
50.00 D-010422

190812 FIRE DEPT BENEVOLEN
190811 POLICE DEPT. BENEVO

348.00

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ACCOUNT TOTAL

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5,598.42 D-010422

190820 EMPLOYEE CREDIT UNI

ACCOUNT TOTAL

5,598.42

ORG 0600 TOTAL

5,946.42

ORG 0600

TOTAL

5,946.42

FUND 0600 PAYROLL FUND

TOTAL:

5,946.42

** END OF REPORT - Generated by Sonya Pride **

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET W-010422

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YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

701	650101	DEBT SVC EXPENSES						
701	002242	TRUSTMARK NATIONAL B 39986	0	PRINCIPAL PAYMENT-NOTE	2022 3 DIR P	535,000.00	W-010422	55776 BONDS SERIES 2017 I
		ACCOUNT TOTAL				535,000.00		
701	650401		0	GEN OB INTEREST	2022 3 DIR P	89,000.00	W-010422	55776 BONDS SERIES 2017 I
		ACCOUNT TOTAL				89,000.00		
		ORG 701 TOTAL				624,000.00		

FUND 0300 DEBT SERVICE

TOTAL:

624,000.00

12/30/2021 11:27
1540spriCITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET W-010422YEAR/PERIOD: 2022/1 TO 2022/4
ACCOUNT/VENDOR INVOICE

PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

0600 214300 PAYROLL FUND EMPLOYEE MEDICAL INSURANCE
031228 UNITEDHEALTHCARE INC 649145789548 0 2022 3 DIR P 283,538.87 W-010422 55777 JANUARY 2022 MEDICA0600 214900 DEFERRED COMPENSATION
002311 EMPPOWER RETIREMENT 956987289 0 2022 3 DIR P 7,044.72 W-010422 55773 DEC. 17, 2021-PAYRO
002311 EMPPOWER RETIREMENT 958436936 0 2022 3 DIR P 3,393.50 W-010422 55775 DEC. 22, 2021 - PAY
002311 EMPPOWER RETIREMENT 960674004 0 2022 3 DIR P 6,104.72 W-010422 55778 DEC. 29, 2021 PAYRO0600 215101 ACCOUNT TOTAL 16,542.94
022644 CORPORATE PLANNING 12-21-2021 0 CAF-PRETAX MEDICAL
2022 3 DIR P 4,670.00 W-010422 55774 DEC. 22, 2021 FSA/DC0600 215102 ACCOUNT TOTAL 4,670.00
031228 UNITEDHEALTHCARE INC 649145789548 0 DENTAL INSURANCE PREMS
2022 3 DIR P 14,404.97 W-010422 55777 JANUARY 2022 MEDICA0600 215105 ACCOUNT TOTAL 14,404.97
031228 UNITEDHEALTHCARE INC 649145789548 0 VISION
2022 3 DIR P 3,477.84 W-010422 55777 JANUARY 2022 MEDICA
ACCOUNT TOTAL 3,477.84
ORG 0600 TOTAL 322,634.62

FUND 0600 PAYROLL FUND TOTAL: 322,634.62

** END OF REPORT - Generated by Sonya Pride **

RESOLUTION OF CITY OF SOUTHAVEN ACCEPTING AMERICAN RESCUE PLAN FUNDS (CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS) FROM THE U.S. DEPARTMENT OF TREASURY AND AUTHORIZATION FOR EXPENDITURES

WHEREAS, the United States Congress has adopted the “American Rescue Plan Act of 2021” (ARPA), and it has become law; and

WHEREAS, the ARPA provides for financial assistance for counties, cities and non-entitlement units of local government for eligible expenses in accordance with the “Final Rule” issued by the U.S. Department of Treasury; and

WHEREAS, the City of Southaven (“City”) is eligible to receive \$7,604,974.00; and

WHEREAS, the Final Rule offers a standard allowance for revenue loss of \$10 million, allowing the City to select between a standard amount of revenue loss or complete a full revenue loss calculation; and

WHEREAS; the City desires to select the standard amount of revenue loss option and used the standard allowance in the amount of \$7,604,974.00 for “government services” as allowed by the Final Rule; and

WHEREAS, the funds have to be obligated by the end of 2024 and spent by the end of 2026; and

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

1. That the City hereby accepts ARPA Funds (Coronavirus State and Local Fiscal Recovery Funds) from the U.S. Department of Treasury in a total amount of 7,604,974.00 and the funds have to be obligated by December 31, 2024 and spent by December 31, 2026.

2. That the Mayor and/or his designee do each and everything necessary to obtain said ARPA grant funds and to coordinate their appropriation for eligible expenditures for “government services”, including but not limited to, road building and maintenance, and other infrastructure, environmental remediation, and purchase of fire trucks and police vehicles.

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

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Following the reading of the foregoing resolution, Alderman_____ made the motion to adopt the Resolution and Alderman _____seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman William Jerome	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 1st day of February, 2022.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

7.

Authorization for
Parks Department to
Seek Bids and Request
for Proposals

FIRST AMENDMENT TO CITY OF SOUTHAVEN CONTRACT AND WASTE CONNECTIONS OF TENNESSEE, INC.

THIS FIRST AMENDMENT TO CITY OF SOUTHAVEN CONTRACT AND WASTE CONNECTIONS OF TENNESSEE, INC. (this "Amendment") is made and entered into as of January 18, 2022 (the "Effective Date"), by and among WASTE CONNECTIONS OF TENNESSEE, INC. ("Contractor"), and CITY OF SOUTHAVEN, a municipal corporation of Desoto County, Mississippi ("City"). In this Amendment, each of Contractor and City is sometimes referred to individually as a "Party", and Contractor and City are collectively sometimes referred as the "Parties."

RECITALS

WHEREAS, Contractor and City entered into a Contract which was effective on May 1, 2018 (the "Contract"); and

WHEREAS, the Contract was for an initial four (4) year term and provided for two (2) one (1) year extensions; and

WHEREAS, the Parties now wish to extend and renew the Contract for an additional one (1) year term; and

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE GENERAL SPECIFICATIONS, AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are agreed to and accepted and incorporated herein by this reference.
2. **Effective Date.** This Amendment shall become effective on May 1, 2022.
3. **Renewal pursuant to Section 10.01.** Pursuant to Section 10.01 of the Contract, this Amendment shall extend and renew the Contract for an additional year and the Contract shall now expire on April 30, 2023. Upon expiration of the Contract and this Amendment, the Contract may be extended for one (1) additional year term until April 30, 2024.
4. **Revised Section 4.15.** Section 4.15 shall be revised to state:

The Cost to repair or replace for any Container or Component, which shall include, but not be limited to, broken lids and/or set of wheels, damaged by the Contractor in the course of performance pursuant to this Contract shall be borne by the Contractor. The City shall replace damaged Containers as it is made aware of them and the costs shall be paid back to the City by the Contractor, if damage is caused by Contractor, via a credit applied at the time of monthly billing and payment for services. The

amount of the credit shall be a per container charges established by the City, which is \$50.00 per Container and \$15.00 per Component.

5. **Counterparts.** This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

6. **Ratification.** All terms and provisions of the Contract, not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

7. **Authorization.** Each Party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

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IN WITNESS WHEREOF, the Parties have executed and entered into this First Amendment to the Contract.

CONTRACTOR:

WASTE CONNECTIONS OF TENNESSEE, INC.

By: _____
Name: _____
Title: _____

CITY:

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Name: DARREN MUSSELWHITE
Title: MAYOR

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION BOND, SERIES 2022, OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY"), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) IN ONE OR MORE SERIES; PRESCRIBING THE FORM AND DETAILS OF SAID BOND; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION WITH SAID BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF SAID BOND TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DELIVERY OF, AS APPLICABLE, AN INDENTURE OF TRUST, THE MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT AND THE CITY BOND PURCHASE AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING AND DIRECTING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF THE MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT), IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000); AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the Board of Aldermen of the City of Southaven, Mississippi, acting for and on behalf of said City of Southaven, Mississippi, hereby find, determine, adjudicate and declare as follows:

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

"Act" means together the Bank Act and the City Bond Act.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities. The Agent shall initially be the Trustee.

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

"Bank" shall mean the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

"Bank Act" means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"Bank Bonds" shall mean the not to exceed \$10,000,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project), authorized to be issued in one or more series by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

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

"Bond Resolution" shall mean this resolution, as may be amended and supplemented from time to time.

"Business Day" means any day, other than (a) a Saturday or a Sunday, (c) any other day on which the Trustee or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, is operational.

"City" shall mean the City of Southaven, Mississippi, a "local governmental unit" under the Bank Act.

"City Bond" shall mean the not to exceed \$10,000,000 Taxable General Obligation Bond, Series 2022, of the City authorized and directed to be issued in this Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to the Indenture.

"City Bond Act" shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

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

"Code" shall mean the Internal Revenue Code of 1986 in effect on the date of issuance of the Bank Bonds and the City Bond, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto, as such may be amended from time to time.

"Construction Project" shall mean financing certain capital projects and improvements which shall consist of (a) erecting municipal buildings and purchasing land therefor, and repairing, improving, adorning and equipping the same; and (b) purchasing land for parks and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (c) constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor and constructing bridges and culverts; and (d) for other authorized purposes under the City Bond Act and the Bank Act.

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

"Indenture" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Bank and the Trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as **EXHIBIT A** hereto.

"Interest Payment Date" shall be as described in Section 2.3 of the Indenture as the interest payment dates of the Bank Bonds.

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

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

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the City Bond. The Paying Agent shall initially be the Trustee.

"Payments" shall have the meaning given it in Section 12(b) hereof.

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

"Project" shall mean providing funds for (i) the costs of the Construction Project, and (ii) paying costs of issuance for the City Bond and the Bank Bonds.

"Record Date Registered Owner" shall mean the Registered Owner of the City Bond as of the Record Date.

"Record Date" shall have the meaning given to it in Section 1.1 of the Indenture.

"Registered Owner" or **"Bondholder"** shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Trustee as assignee of the Bank as provided for in the Indenture.

"State" shall mean the State of Mississippi.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of the owner of the City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Trustee.

"Trustee" shall mean The Peoples Bank, Biloxi, Mississippi.

"2022 Bond Fund" shall mean the City of Southaven, Mississippi Taxable General Obligation Bond, Series 2022 Bond Fund provided for in Section 12 hereof.

"2022 Construction Fund" shall mean the City of Southaven, Mississippi Taxable General Obligation Bond, Series 2022 Construction Fund provided for in Section 13 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. Heretofore, on the 21st day of December 2021, the Governing Body adopted a certain resolution entitled **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR THE PURPOSE OF (A) ERECTING MUNICIPAL BUILDINGS AND COMMUNITY CENTERS AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME, AND FOR ERECTING, EQUIPPING AND FURNISHING OF BUILDINGS TO BE USED AS A MUNICIPAL OR CIVIC ARTS CENTER; AND (B) PURCHASING LAND FOR PARKS AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF OTHER RECREATIONAL FACILITIES; AND (C) CONSTRUCTING, IMPROVING, OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR AND CONSTRUCTING BRIDGES AND CULVERTS; AND (D) FOR OTHER AUTHORIZED PURPOSES UNDER SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES"** (the **"Intent Resolution"**) indicating its intent to (a) issue general obligation bonds of the City, in one or more series, pursuant to the City Bond Act and/or (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank pursuant to the City Bond Act and the Bank Act, all in a total aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000), as authorized by the Act for the purposes of providing funds for the Project, and fixed 4:00 o'clock p.m. on January 18, 2022, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution.

3. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *Desoto Times-Tribune*, a newspaper published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to January 18, 2022, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on December 23 and 30, 2021 and January 6 and 13, 2022.

4. On or prior to the hour of 4:00 o'clock p.m. on January 18, 2022, no written protest against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the Clerk in her office located in City Hall.

5. The Governing Body did meet at 6:00 o'clock p.m. on January 18, 2022, wherein it was reported that no written protest against the issuance of the bonds and/or general obligation

bond as described in the Intent Resolution had been filed with the City Clerk of the City in her office located in City Hall on or prior to the hour of 4:00 o'clock p.m. on January 18, 2022 as required by the Intent Resolution and the Governing Body did adopt a resolution finding, determining and adjudicating that no protest against the issuance of the bonds and/or general obligation bond as described in the Intent Resolution had been duly filed.

6. The Governing Body is authorized and empowered by the provisions of the Act and other applicable laws of the State, to issue its City Bond in a principal amount of not to exceed \$10,000,000, in one or more series, and sell same to the Bank for the purpose of providing funds for the Project without any election on the question of the issuance thereof.

7. The Governing Body desires to authorize and approve the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds.

8. As of December 1, 2021, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$682,966,011, and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$37,952,528, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of \$37,952,528; the issuance of the City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

9. The Governing Body is now desirous of proceeding with the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds and authorizing the negotiation of the sale of the Bank Bonds thereof to Raymond James & Associates, Inc., Memphis, Tennessee, as Underwriter (the "**Underwriter**").

10. The Governing Body hereby receives, examines and considers the following form of documents concerning the issuance, sale and purchase of the City Bond by the Bank: (i) the form of the City Bond Purchase Agreement, to be dated the date of sale of the City Bond (the "**City Bond Purchase Agreement**"), by and between the Bank and the City, which provides for the sale of the City Bond to the Bank; (ii) the form of the Indenture, to be dated the date of delivery of the Bank Bonds, by and between the Bank and the Trustee (the "**Indenture**") under which the Bank Bonds will be issued and by which they will be secured; (iii) the form of the Mississippi Development Bank Bond Purchase Agreement, to be dated the date of sale of the Bank Bonds (the "**Bond Purchase Agreement**"), by and among the Bank, the City and the Underwriter, which provides for the sale of the Bank Bonds to the Underwriter; and (iv) the Preliminary Official Statement, to be dated the date of distribution thereof (the "**Preliminary Official Statement**") describing the Bank Bonds, the City Bond, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds and the City Bond, and

(v) the form of the Continuing Disclosure Certificate, to be dated the date of delivery thereof (the “**Continuing Disclosure Certificate**”), to be executed by the City in connection with the issuance of the Bank Bonds (together, the “**City Documents**”).

11. The Governing Body does now find, determine and adjudicate that each of the City Documents referred to above, which City Documents are now before the Governing Body, is in appropriate form and are in appropriate document for the purposes identified.

12. Upon approval by the Bank, the Preliminary Official Statement will be distributed for use in connection with the sale of the Bank Bonds.

13. The City will make payments on the City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Bank Bonds, as and when the same shall become due and payable.

14. The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Bond Resolution, the sale and issuance of the City Bond to the Bank, the sale and issuance of the Bank Bonds, the execution by the City of the Bond Purchase Agreement, the City Bond Purchase Agreement and the distribution of the Preliminary Official Statement have happened and have been performed in regular and due time, form and manner as required by law.

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

SECTION 1. In consideration of the purchase and acceptance of the City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The City Bond is hereby authorized and ordered to be prepared and issued in one or more series in a principal amount of not to exceed Ten Million Dollars (\$10,000,000) to raise money for the Project as authorized by the Act. The Governing Body is authorized and empowered by the provisions of the City Bond Act to issue the City Bond without an election on the question of the issuance thereof and is authorized to issue the City Bond pursuant to the Act or as may otherwise be provided by law.

SECTION 3. (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America upon presentation of the City Bond at the corporate trust office of the Paying Agent.

(b) The City Bond shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered 1; shall bear interest from the date thereof at the federally taxable or tax exempt rate or rates borne by the Bank Bonds (as provided in the Indenture) which federally taxable or tax exempt rate or rates shall be reviewed by the Municipal Advisor and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the City Bond shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture; provided, however, that the final maturity for the City Bond shall be no later than twenty (20) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture.

(c) The City Bond is subject to redemption prior to maturity only at the times, to the extent, in the manner and as otherwise provided for the Bank Bonds in the Indenture. If applicable, the City shall provide proper notices to the Bank and the Trustee as provided in the Indenture in the event the City elects to redeem the City Bond or any portion thereof, and redemption of the City Bond or any portion thereof shall be as provided in this Section 3 and Article IV of the Indenture. It is intended that redemption of the City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

(d) A default in the due and punctual payment of any interest or principal on the City Bond or a default by the City under this Bond Resolution is an Event of Default (as defined in the Indenture) under the Indenture entitling the Trustee to exercise certain remedies under the Indenture, including, but not limited to, the acceleration of all principal and interest due and owing on the Bank Bonds outstanding. In the event the Trustee exercises such remedies under the Indenture, the principal and interest due and owing on the City Bond may be accelerated in accordance with the Indenture and the City shall cause the City Bond to be redeemed and paid in full.

SECTION 4. (a) When the City Bond have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the City Bond, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 6.

(b) The City Bond shall be executed by the manual or facsimile signature of the Mayor or an Authorized Officer and countersigned by the manual or facsimile signature of the Clerk or an Authorized Officer, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the City Bond shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture and the City Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the City Bond, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery of the City Bond by the Transfer Agent, the City shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the City Bond; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or an Authorized Officer, to authenticate and deliver the City Bond to the Bank; and

(iii) such other documentation, if any, as may be required by this Bond Resolution, the Bond Purchase Agreement, Bond Counsel and the Indenture.

(e) At delivery, the Transfer Agent shall authenticate the City Bond and deliver it to the Bank thereof upon payment of the purchase price of the City Bond to the City.

SECTION 5. (a) The City hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

(b) So long as the City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the City Bond. The Transfer Agent is hereby appointed registrar for the City Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the City Bond if entitled to registration or transfer.

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

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.5 and 11.6 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.7 of the Indenture.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(iv) The provisions of Sections 11.7 and 11.8 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

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

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

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

SECTION 6. The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO THE PEOPLES BANK, BILOXI, MISSISSIPPI, AS TRUSTEE (THE “TRUSTEE”) UNDER AN INDENTURE OF TRUST (THE “INDENTURE”) DATED AS OF _____, 2022, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI**

**CITY OF SOUTHAVEN
TAXABLE GENERAL OBLIGATION BOND
SERIES 2022**

NO. 1

\$____,000

Rate of Interest

Maturity

Dated Date

%

_____, 2022

Registered Owner: THE PEOPLES BANK,
As Assignee of the Mississippi Development Bank

Principal Amount: _____ DOLLARS

The City of Southaven, State of Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of The Peoples Bank, in Biloxi, Mississippi, or its successor, as paying agent (the "**Paying Agent**") for the General Obligation Bond, Series 2022, of the City (the "**City Bond**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by The Peoples Bank, Biloxi, Mississippi, or its successor, as transfer agent for the City Bond (the "**Transfer Agent**") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* Mississippi Code of 1972, as amended (the "**City Bond Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**") and together with the City, the "**Act**"), and by the further authority of proceedings duly had by the Mayor and the Board of Aldermen of the City, including a resolution adopted February 1, 2022 (the "**Bond Resolution**").

This City Bond is issued in the aggregate authorized principal amount of _____ Dollars (\$_____,000) to raise money for the purpose of providing funds for (a) erecting municipal buildings and purchasing land therefor, and repairing, improving, adorning and equipping the same; and (b) purchasing land for parks and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (c) constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor and constructing bridges and culverts; and (d) for other authorized purposes under the City Bond Act and the Bank Act, and paying the costs of borrowing (together, the "**Project**").

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the \$____,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and The Peoples Bank, Biloxi, Mississippi, as trustee (the "**Trustee**"), dated _____, 2022 (the "**Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

The City and the Paying 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 Agent shall be affected by any notice to the contrary.

The City Bond is a general obligation of the City and shall be payable as to principal of, premium, if any, 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 adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. 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 the principal of and the interest on the City Bond as the same falls due. The avails of said tax are irrevocably pledged by the City under the Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bond, as to principal of, premium, if any, and interest.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture. This City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture and the Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Bond Resolution and the Indenture.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this City Bond, including principal, premium, if any, and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of ____, 2022.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the Taxable General Obligation Bond, Series 2022, of the City of Southaven, Mississippi.

THE PEOPLES BANK,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: ____, 2022

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF DESOTO
CITY OF SOUTHAVEN**

I, the undersigned City Clerk of the City of Southaven, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of DeSoto County, Mississippi, rendered on the ___ day of _____, 2022.

City Clerk

(SEAL)

[END OF CITY BOND FORM]

SECTION 7. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 8. This City Bond shall be a general obligation of the City and the City hereby irrevocably pledges its full faith, credit and taxing power for the purpose of effectuating and providing for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue. For the purpose of effectuating and providing for the payment of the principal of and interest on the City Bond 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, premium, if any, and the interest on the City Bond and any additional obligations of the City under the Indenture; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2022 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. Said tax, if necessary, 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 time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the all of the aforesaid obligations of the City Bond.

SECTION 9. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the City Bond that may be issued hereunder at any one time.

SECTION 10. Ownership of the City Bond shall be in the Bank or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 11. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 12. (a) The City hereby establishes the 2022 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2022 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(ii) Any income received from investment of monies in the 2022 Bond Fund;
and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2022 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding under the Indenture, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2022 Bond Fund sufficient monies to make the payments necessary (the "**Payments**") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 13. (a) The City hereby establishes the 2022 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the City Bond shall be deposited in the 2022 Construction Fund. Any income received from investment of monies in the 2022 Construction Fund shall be deposited in the 2022 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2022 Bond Fund for the payment of debt service on the City Bond. From the 2022 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain in the 2022 Construction Fund after the completion of the Construction Project shall be transferred to the 2022 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2022 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 14. (a) Payment of principal on the City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 15. The City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to

make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 16. Reserved.

SECTION 17. Reserved.

SECTION 18. Reserved.

SECTION 19. The City Bond shall be sold to the Bank based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Underwriter of the Bank Bonds.

SECTION 20. Pursuant to SEC Rule 15c2-12(b)(5) (the “**Rule**”), the City, as an “obligated person” under the Rule, covenants and agrees to enter into the Continuing Disclosure Certificate, setting forth the City's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section 20.

SECTION 21. The City may issue refunding bonds, in one or more series, with the consent of the Bank pursuant to a supplement to this Bond Resolution or a separate resolution to provide funds for the refunding of all or a portion of the City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected, if applicable.

Such refunding bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution of the Governing Body authorizing the issuance of such refunding bonds.

It is intended that this Section 21 allow for the provision of refunding bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in Section 2.5 of the Indenture.

SECTION 22. (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;

(ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.1 of the Indenture;

(iii) To subject to the Indenture additional Revenues, properties or collateral;

(iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect, or to preserve the status of the interest on any Bank Bonds as exempt from inclusion in gross income of the holders thereof for federal tax purposes, or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and

(vi) In connection with issuance of refunding bonds.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 22, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the

execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

SECTION 23. The Mayor, the Clerk and an Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as our required for the sale, issuance and delivery of the City Bond.

SECTION 24. The Indenture, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached as **EXHIBIT A** (with such completions, changes, insertions and modifications as may be approved by such officers, said execution being conclusive evidence of such approval). The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized to approve such additional changes as may be requested by the Bank. The Governing Body hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that may items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the Indenture.

SECTION 25. The City Bond Purchase Agreement, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form as provided in **EXHIBIT B** hereto. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers.

SECTION 26. The City deems it most advantageous to authorize the Municipal Advisor, to negotiate for the sale of the Bank Bonds with the Underwriter and to approve the submission of the form of the Bond Purchase Agreement for the sale of the Bank Bonds to the Bank and the City, for approval at a subsequent date to be determined by the Municipal Advisor and the City to be the most financially advantageous to the City and the Bank and hereby gives authority to the Mayor, the Clerk and an Authorized Officer of the Governing Body to approve the sale of the Bank Bonds including the execution of the Bond Purchase Agreement as evidence thereof, for and on behalf of the City, subject to the following conditions: (1) compliance of the City and the Bank with the provisions of the Act regarding the issuance of the City Bond and the Bank Bonds; (2) a total amount of Bank Bonds, in one or more series, not to exceed a total aggregate principal amount of Ten Million Dollars (\$10,000,000); (3) the Bank Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum; (4) approval by the City and the Bank of the Bond Purchase Agreement for the sale of the Bonds evidenced by the execution of the Bond Purchase Agreement; (5) maturity schedule for the Bank Bonds of not to exceed twenty (20) years from the date of issuance of the Bank Bonds; and (6) terms and provisions of the Bank Bonds in compliance with the Act.

SECTION 27. (a) The form of the Preliminary Official Statement and the Bond Purchase Agreement 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 are, approved in substantially said forms. The

Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver, as applicable, the Preliminary Official Statement and the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. The Preliminary Official Statement is hereby "deemed final" by the City as described in the Rule. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Official Statement in connection with the Bank Bonds with such changes from the Preliminary Official Statement as he/she may approve. Said Preliminary Official Statement and Bond Purchase Agreement are attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively.

(b) If in the opinion of the Bond Counsel, the Underwriter and the Municipal Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bank Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter, and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bank Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

(c) The Continuing Disclosure Certificate, in the form attached to the Preliminary Official Statement as submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 28. The City hereby appoints the Trustee for the Bank Bonds under the Indenture.

SECTION 29. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the City Bond of the City; provided, however, total costs of issuance for said Bank Bonds and the City Bond shall not exceed five (5%) percent of the par amount of the Bank Bonds (excluding Underwriter's discount and any premiums for municipal bond insurance, if applicable).

SECTION 30. Upon receiving the recommendation of the Municipal Advisor and Bond Counsel, the Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds, the series designation of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Bank Bonds.

SECTION 31. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates, which are required in connection with the sale and issuance of the Bank Bonds and the City Bond, including the approval of the final Official Statement in connection with the Bank Bonds. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Bank Bonds to be issued at a later date or in one or more tax-exempt or taxable series, as municipal bond market conditions may dictate.

SECTION 32. Prior to their delivery, the City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of DeSoto County, Mississippi.

SECTION 33. Upon the recommendation of the Municipal Advisor, the Mayor, the Clerk and an Authorized Officer are hereby authorized to apply for, execute and deliver, a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Bank Bonds. Such insurer shall be selected by the Bank and the City following negotiations with perspective insurers by the Municipal Advisor. Any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the City Bond, and the Preliminary Official Statement are to be approved by the City and the Bank, and the execution of the commitment for said municipal bond insurance being conclusive evidence of such approval. Payment of the premiums, if applicable, for such municipal bond insurance out of the proceeds of the Bank Bonds is hereby approved. The Mayor, the Clerk and an Authorized Officer are hereby authorized to execute, if applicable, the commitment for municipal bond insurance on behalf of the Bank and/or the City.

SECTION 34. The Mayor, the Clerk and an Authorized Officer are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond. The Governing Body further authorizes Bond Counsel, City Counsel and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the sale and issuance of the City Bond and the Bank Bonds.

SECTION 35. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary in connection with the City Bond and the Bank Bonds including, but not limited to, the final principal amount of the City Bond and the Bank Bonds, the maturity schedule relating to the City Bond and the Bank Bonds, the redemption terms of the City Bond and the Bank Bonds, the dated date and payment dates of the City Bond and the Bank Bonds, the interest rate or rates to be borne by the City Bond and the Bank Bonds, and the price to be paid for the City Bond and the Bank Bonds, subject to the provisions of the Act and this Bond Resolution.

SECTION 36. If the Municipal Advisor deems it in the best interest of the City to sell the Bank Bonds to one or more designated purchasers (collectively, the "**Purchaser**") at a private negotiated sale (the "**Private Placement Transaction**"), a preliminary placement memorandum ("**Preliminary Placement Memorandum**") in a format similar to the Preliminary Official Statement is hereby approved, if applicable. If sold through a Private Placement Transaction, (a) the Bank Bonds shall be initially issued as fully registered bonds in the denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and shall be numbered separately from R-1 upwards without regard to maturity pursuant to the Private Placement Agreement; (b) the Purchaser may determine if the Bank Bonds are issued pursuant to Book-Entry; and (c) the Bank Bonds will be placed on the closing date to the Purchaser under the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission. The City hereby approves any changes to the Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement and all other documents, as applicable, if required by the Private Placement Transaction, with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval. The City hereby approves the execution of a Private Placement Agreement, if applicable and the appointment of Raymond James & Associates, Inc., Memphis, Tennessee, as placement agent of the Bank Bonds, if applicable. The Governing Body hereby authorizes Bond Counsel to draft a Private Placement Agreement and authorizes the approval of such Private Placement Agreement assuming certain parameters as authorized herein are met and hereby authorizes the Mayor or the Clerk of the Governing Body to execute such Private Placement Agreement upon the recommendation of the Municipal Advisor.

SECTION 37. If any one or more of the provisions of this Bond 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 Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 38. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Board Member _____, seconded by Board Member _____ and was adopted by the following roll call vote, to wit:

Alderman Kristian Kelly	Voted: _____
Alderman Charlie Hoots	Voted: _____
Alderman William Jerome	Voted: _____
Alderman Joel Gallagher	Voted: _____
Alderman John David Wheeler	Voted: _____
Alderman Raymond Flores	Voted: _____
Alderman George Payne	Voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 1st day of February 2022.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
FORM OF THE INDENTURE

EXHIBIT B

FORM OF CITY BOND PURCHASE AGREEMENT

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

**FORM OF MISSISSIPPI DEVELOPMENT BANK
BOND PURCHASE AGREEMENT**

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

**THE PEOPLES BANK, BILOXI, MISSISSIPPI,
AS TRUSTEE**

DATED AS OF _____, 2022

RE:

**MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022
(SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)**

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EXHIBIT A – FORM OF CITY BOND

INDENTURE OF TRUST

This **INDENTURE OF TRUST** is dated as of _____, 2022, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic, of the State of Mississippi (the "**State**") exercising essential public functions (the "**Bank**"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 *et seq.* (as from time to time amended, the "**Bank Act**") and **THE PEOPLES BANK**, a state banking association having its principal corporate trust office in Biloxi, Mississippi, as Trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Bank Act to issue bonds for the purpose of buying Securities of Local Governmental Units (all as defined in the Bank Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (this "**Indenture**") has been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of the Bank.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds (as hereinafter defined) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever (collectively, the "**Trust Estate**"), for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds (as hereinafter defined) and Accounts (as hereinafter defined) created or established under this Indenture and the investment earnings thereon and all proceeds thereof.

GRANTING CLAUSE SECOND

The City Bond (as hereinafter defined) acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, including Additional Payments as defined herein, due under the City Bond Resolution, all the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

All funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.1 Definitions. The following words and phrases shall have the following meanings unless the context otherwise requires:

"Accounts" means the accounts created pursuant to Article VI hereof.

"Act" means together the Bank Act and the City Bond Act.

"Additional Payments" means such Additional Payments as required by this Indenture, which include, each and all of the following, to be paid by the City under the City Bond Resolution:

(a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2022 Bonds;

(b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) to the Bank and the Trustee, all other reasonable expenses incurred by the Bank and the Trustee in relation to the Construction Project under the City Bond Resolution which are not otherwise required to be paid by the City under the terms of the City Bond Resolution and all indemnity payments required to be made under Section 11.9 hereof; and

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Trustee or the Bank at any time, in connection with (i) the preparation, negotiation and execution of this Indenture, the City Bond, the City Bond Resolution and all other Related Documents, any amendment of or modification of this Indenture, the City Bond, the City Bond Resolution or the other Related Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Bank, the Trustee, the City or any other person in any way relating to the Construction Project, the City Bond, the City Bond Resolution, the other Related Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Trustee or the Bank against the City or any other person which may be obligated to the Trustee and/or Bank by virtue of the City Bond, the City Bond Resolution, the other Related Documents or any other Construction Project related document; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document.

"Authorized Officer" means the President, Vice President, Executive Director, Secretary or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

"Bank Act" means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"Bankruptcy Code" means the 11 U.S.C. Sections 101 *et seq.*, as amended or supplemented from time to time.

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

"Bond Counsel" means an attorney or firm of attorneys approved by the City and the Bank nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Butler Snow LLP, Ridgeland, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Series 2022 Bonds.

"Bond Issuance Expense Account" means the account by that name created by Section 6.2 hereof.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated _____, 2022, by and among the Bank, the Underwriter and the City in connection with the issuance and sale of the Series 2022 Bonds.

"Bond Register" means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

"Bondholder" or "holder of Bonds" or "owner of Bonds" or any similar term means the Registered Owner of any Bond.

"Bonds" means the Series 2022 Bonds and any Refunding Bonds issued pursuant to this Indenture.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, is operational.

"City" shall mean the City of Southaven, Mississippi, a "local governmental unit" under the Bank Act.

"City Bond" means the \$_____,000 Taxable General Obligation Bond, Series 2022, issued by the City pursuant to the City Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

"City Bond Act" means the provisions of Mississippi Code of 1972, Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"City Bond Interest Payment" means that portion of a City Bond Payment, which represents the interest due or to become due on City Bond held by the Trustee pursuant to this Indenture.

"City Bond Payment" means the amounts paid or required to be paid from time to time, for principal, premium, if any, and interest on the City Bond held by the Trustee pursuant to this Indenture.

"City Bond Principal Payment" means that portion of a City Bond Payment, which represents the principal due or to become due on the City Bond held by the Trustee pursuant to this Indenture.

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated _____, 2022, by and between the City and the Bank in connection with the issuance and sale of the City Bond.

"City Bond Resolution" means that certain Bond Resolution adopted by the City on February 1, 2022, in connection with the issuance of the City Bond.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2022 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

"Construction Project" means (a) erecting municipal buildings and purchasing land therefor, and repairing, improving, adorning and equipping the same; and (b) purchasing land for parks and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (c) constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor and constructing bridges and culverts; and (d) for other authorized purposes under the City Bond Act and the Bank Act.

"Costs of Issuance" shall mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of the Bonds and the purchase and validation of the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, financial advisor fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"DTC" means The Depository Trust Company, New York, New York.

"DTC participants" shall have the meaning ascribed thereto in Section 2.7 herein.

"DTC's Blanket Letter of Representations" means the Blanket Letter of Representations, dated January 9, 1997, between the Bank and DTC.

"Event of Default" means any occurrence or event specified in Section 10.1 hereof.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the City.

"Fiscal Year" means the Bank's fiscal year being the twelve month period from July 1 through the following June 30 or such other as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI hereof.

"General Account" means the account by that name created by Section 6.2 hereof.

"General Fund" means the fund by that name created by Section 6.2 hereof.

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2022 Bonds, March 1 and September 1, commencing ____ 1, 20__.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Local Governmental Unit" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank.

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

"Notice Address" means, with respect to the City, the City's address given in connection with the sale of the City Bond to the Bank, and, with respect to the Bank, the Trustee and the Underwriter:

<u>Bank:</u>	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, MS 39202 Attention: Executive Director
<u>Trustee:</u>	The Peoples Bank 758 Vieux Marche Mall Biloxi, MS 39530-3820 Attention: Corporate Trust Department
<u>Underwriter:</u>	Raymond James & Associates, Inc. 1100 Ridgeway Loop, 3rd Floor Memphis, TN 38120 Attention: Municipal Finance
<u>City:</u>	City of Southaven, Mississippi 8710 Northwest Drive Southaven, MS 38671 Attention: Mayor

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

"Outstanding" or "Bonds Outstanding" or "Outstanding Bonds" means all Bonds, which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Bank, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds deemed paid under Article IX hereof; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.5, 3.6 or 3.10 hereof.

"Paying Agent" means the Trustee or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

"Principal Office" means, as it relates to the Trustee, the address for the Trustee set forth under the definition of Notice Address above.

"Principal Payment Date" means the maturity date or the mandatory sinking fund redemption date of any Bond.

"Program" means the program for purchasing the City Bond by the Bank pursuant to the Bank Act.

"Program Expenses" means all of the fees and expenses of the Trustee relating to the Bonds or City Bond and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

"Project" means providing financing for (a) the purchase of the City Bond, to finance the Construction Project; and (b) paying the Costs of Issuance for the City Bond and the Series 2022 Bonds.

"Purchase Account" means the account by that name created by Section 6.2 hereof.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.2 hereof.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

"Refunding Bonds" means Bonds issued pursuant to Sections 2.4 and 2.5 hereof and any Supplemental Indenture.

"Registered Owner" means the person or persons in whose name any Bond shall be registered on the Bond Register.

"Related Documents" shall mean this Indenture, the City Bond Resolution, the Bond Purchase Agreement and the City Bond Purchase Agreement.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all

City Bond Payments and any additional amounts paid to the Trustee under the City Bond Resolution or from any other source whatsoever.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"Secretary" means the Secretary or the Assistant Secretary of the Bank.

"Security Documents" shall mean the Bond Resolution, the Indenture, the Bonds, the City Bond and/or any additional or supplemental document executed in connection with the Bonds and the City Bond.

"Securities" means bonds, notes or other evidences of indebtedness issued by a Local Governmental Unit pursuant to the Bank Act including the City Bond.

"Series 2022 Bonds" means \$____,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project) issued pursuant to Section 2.1 of this Indenture.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

"Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be The Peoples Bank, Biloxi, Mississippi.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

"Underwriter" means Raymond James & Associates, Inc., Memphis, Tennessee.

SECTION 1.2 Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

ARTICLE 2

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1 Authorization and Issuance of Series 2022 Bonds. Bonds of the Bank to be known and designated as "Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project)," are hereby authorized to be issued. The aggregate principal amount of Series 2022 Bonds that may be issued, authenticated and Outstanding hereunder is _____ Dollars (\$_____,000).

There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2022 Bonds issued pursuant to this Indenture. The Series 2022 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2022 Bonds and the Series 2022 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2022 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2022 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2022 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2022 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2022 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2022 Bonds, are fully met and discharged. All Series 2022 Bonds shall mature on or before May 1, 2040.

SECTION 2.2 Purpose and Disposition of Series 2022 Bonds.

The purpose for issuing the Series 2022 Bonds is (a) to fund the Purchase Account, in order to provide funds for the purchase of the City Bond (which amounts are to provide financing funds for the Construction Project), and (b) to fund the Bond Issuance Expense

Account of the General Fund to pay Costs of Issuance. Upon the delivery of the Series 2022 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2022 Bonds in the amount of \$_____.00 (\$_____,000.00 par amount of the Series 2022 Bonds, plus a net original issue premium of \$_____.00, and less the Underwriter's discount of \$_____.00) for deposit (i) into the Bond Issuance Expense Account of the General Fund, the sum of \$_____.00 to pay Costs of Issuance; and (ii) into the Purchase Account, \$_____ of the net proceeds to be distributed to the City as provided in the City Bond Purchase Agreement.

SECTION 2.3 General Description of the Series 2022 Bonds. The Series 2022 Bonds shall be issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2022 Bonds shall be numbered from R-1 upward, as applicable.

Each Series 2022 Bond shall carry an original date of _____, 2022 and shall carry the date on which it is authenticated. If a Series 2022 Bond is authenticated on or prior to ____ 1, 20__, it shall bear interest from _____, 2022. Each Series 2022 Bond authenticated after ____ 1, 20__ shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2022 Bond unless such Series 2022 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2022 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2022 Bonds shall be payable on March 1 and September 1 of each year, commencing ____ 1, 20__, until the Series 2022 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2022 Bonds shall mature on March 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2023	\$,000	.00%
2024	,000	.00
2025	,000	.00
2026	,000	.00
2027	,000	.00
2028	,000	.00
2029	,000	.00
2030	,000	.00
2031	,000	.00
2032	,000	.00
2033	,000	.00
2034	,000	.00
2035	,000	.00
2036	,000	.00
2037	,000	.00

[* Term Bond subject to mandatory sinking fund redemption as set forth herein.]

SECTION 2.4 Provisions for Issuance of Bonds. The Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to or as directed by the Underwriter through the facilities of DTC, the Bank or to the purchasers thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

(a) A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Board of Directors of the Bank authorizing the execution and delivery of this Indenture and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Series 2022 Bonds;

(b) A copy, duly certified by the City Clerk or an authorized officer of the City, of the City Bond Resolution and any other resolution(s) of the City authorizing the execution and delivery of all instruments contemplated thereby and approving this Indenture and the authorization, issuance, sale and delivery of the City Bond;

(c) Original executed counterparts of the Related Documents;

(d) Signed copies of all opinions of Counsel required by the Underwriter;

(e) A request and authorization to the Trustee by or on behalf of the Bank and signed by an Authorized Officer to authenticate and deliver the Series 2022 Bonds to the Underwriter and specifying the amounts to be deposited in the accounts of the General Fund pursuant to Section 2.2 hereof;

(f) Signed copies of the legal opinion of Bond Counsel; and

(g) Such further documents, moneys and securities as are required by the provisions of this Section 2.4 or Article VII hereof.

SECTION 2.5 Provisions for Issuance of Refunding Bonds.

(a) All or any part of one or more series of Refunding Bonds may be issued hereunder, authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other monies available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, this Section and by the Supplemental Indenture authorizing said Refunding Bonds.

(b) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.5 hereof) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2022 Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.5 hereof to the owners of the Series 2022 Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the Redemption Price or principal payment amount of the Series 2022 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2022 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the Bank in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2022 Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

SECTION 2.6 Form of Bonds. The Bonds and the Trustee's certificate of authentication to be endorsed on the Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, as applicable:

(FORM OF SERIES 2022 BOND)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE (AS DEFINED BELOW) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED 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 IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BOND, SERIES 2022
(SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)
NO. _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Date of Authentication</u>	<u>CUSIP</u>
%	March 1, 20__	_____, 2022	_____, 2022	____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank"), organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2022 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2022 Bond (unless this Series 2022 Bond is authenticated on or before ____ 1, 20__, then from _____, 2022, or unless this Series 2022 Bond is authenticated after ____ 1, 20__ and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each March 1 and September 1, commencing ____ 1, 20__, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2022

Bond is payable at the principal corporate trust office of The Peoples Bank, Biloxi, Mississippi, as trustee (the "**Trustee**"), or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2022 Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Series 2022 Bond and the other Series 2022 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the City Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2022 Bond and the other Series 2022 Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State of Mississippi ("**State**") or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The issuance of the Series 2022 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2022 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2022 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2022 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2022 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2022 Bonds, are fully met and discharged.

This Series 2022 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project) ("**Series 2022 Bonds**") issued under and secured

by an Indenture of Trust dated as of _____, 2022 ("**Indenture**"), duly executed and delivered by the Bank to The Peoples Bank, as Trustee ("**Trustee**"). The Series 2022 Bonds are limited in aggregate principal amount to _____ Dollars (\$_____,000). The Series 2022 Bonds are issued pursuant to Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended ("**Bank Act**") and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**"), to provide funds to (a) purchase the City Bond to provide funds for the financing of the Construction Project (as hereinafter defined), and (b) pay costs of issuing the Series 2022 Bonds and the City Bond. The City is Southaven, Mississippi and the City Bond is the City of Southaven, Mississippi Taxable General Obligation Bond, Series 2022 in the aggregate principal amount of \$_____,000. The City Bond is a general obligation of the City secured and described in that certain Bond Resolution, adopted by the Mayor and Board of Aldermen of the City on February 1, 2022 (the "**City Bond Resolution**"). The proceeds received by the City from the sale of the City Bond to the Bank will be used by the City for the purpose of providing funds for (i) erecting municipal buildings and purchasing land therefor, and repairing, improving, adorning and equipping the same; and (ii) purchasing land for parks and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (iii) constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor and constructing bridges and culverts; and (iv) for other authorized purposes under the City Bond Act and the Bank Act (the "**Construction Project**").

The City Bond Resolution, a certified copy of which is on file in the principal corporate trust office of the Trustee, provides that the City is unconditionally obligated to make payments secured by the full, faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy 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 premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro-tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund established for the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond 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 time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The Series 2022 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another (collectively, the "**Bonds**"). To secure

payment of principal of and interest on all Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "**Revenues**"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Trustee and the owners of the Bonds, the terms and conditions upon which the Series 2022 Bonds are issued and the terms and conditions upon which the Series 2022 Bonds will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Series 2022 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2022 Bond. This Series 2022 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2022 Bond or Series 2022 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Bank and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and the interest due hereon and for all other purposes and neither the Bank nor the Trustee shall be affected by any notice to the contrary.

The Series 2022 Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2022 Bonds may be exchanged for a like aggregate principal amount of Series 2022 Bonds of the same maturity of authorized denominations.

(a) *Optional Redemption.* In accordance with the Indenture and the City Bond Resolution, the Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after March 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after March 1, 20__, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of the Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Bonds are in book-entry form.

[(b) *Mandatory Sinking Fund Redemption.*

The Bonds are subject to mandatory sinking fund redemption as follows:

The Bonds maturing __ 1, 20__ in the principal amount of \$____,000 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:

\$____,000 Term Bonds
Maturing __ 1, 20__
___.00%

Year	Principal Amount
20	\$,000
20*	,000

* Final Maturity]

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that Bonds shall be redeemed only in whole multiples of \$5,000.

In the event any of the Bonds are called for optional redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be secured under the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment on or prior to the redemption date.

The Registered Owner of this Series 2022 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2022 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2022 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the

issuance of the Series 2022 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2022 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2022 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its Secretary.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

By: _____
Secretary

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Series 2022 Bond is one of the Series 2022 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

THE PEOPLES BANK,
as Trustee

By: _____
Authorized Signatory

Date of Authentication: _____, 2022

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2022 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ____ day of ____ 2022.

Secretary

(SEAL)

ASSIGNMENT

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

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE)

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

the within Series 2022 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2022 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2022 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

BY: _____
Authorized Officer

[END OF SERIES 2022 BOND FORM]

SECTION 2.7 Book-Entry Only System. The Series 2022 Bonds shall be initially issued in the form of a separate single fully registered Series 2022 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2022 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.8 hereof, all of the outstanding Series 2022 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. With respect to Series 2022 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("**DTC Participants**") or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2022 Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2022 Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2022 Bonds, or (c) the payment to any DTC Participant or any

other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2022 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2022 Bond is registered in the Bond Register as the absolute owner of such Series 2022 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2022 Bond, for the purpose of giving notices and other matters with respect to such Series 2022 Bond, for the purpose of registering transfers with respect to such Series 2022 Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2022 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2022 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Series 2022 Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any

SECTION 2.8 Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Bank determines that DTC is incapable of discharging its responsibilities described herein and DTC's Blanket Letter of Representations or that it is in the best interest of the Beneficial Owners of the Series 2022 Bonds that they be able to obtain certificated Series 2022 Bonds, the Bank shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2022 Bond certificates to such successor securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Series 2022 Bond certificates and transfer one or more separate Series 2022 Bond certificates to DTC Participants having Series 2022 Bonds credited to their DTC accounts. In such event, the Series 2022 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2022 Bonds shall designate, in accordance with the provisions of this Indenture.

SECTION 2.9 Payments. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2022 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Series 2022 Bond and all notices with respect to such Series 2022 Bond shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The

Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

ARTICLE 3

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.1 Medium, Form and Place of Payment. The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.2 Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.3 Execution. The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, Secretary, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

SECTION 3.4 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture.

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.5 Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed Bond; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to it. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.5 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.6 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Registered Owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

SECTION 3.7 Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.5 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

SECTION 3.8 Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, all liability of the Bank to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the Registered Owner of such Bond, without liability for interest thereon to such Registered Owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.9 Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10 Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.3 hereof, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of \$5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.6 hereof, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11 Limitations on Obligations of Bank. The Bonds, together with interest thereon, shall be limited obligations of the Bank and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, and any Accounts created thereunder, established hereunder and the City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the City Bond pursuant to the City Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof (except the City). In the Act, the State has pledged and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds are fully met and discharged.

SECTION 3.12 Immunity of Officers and Directors. No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE 4

REDEMPTION OF BONDS PRIOR TO MATURITY

SECTION 4.1 Redemption and Redemption Prices and Terms for Series 2022 Bonds.

If the City directs the Bank to redeem the Series 2022 Bonds pursuant to Section 3 of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2022 Bonds in the following instance:

Optional Redemption. The Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after March 1, 20____, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after March 1, 20____, at par, plus accrued interest to the date of redemption.

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that such Bonds shall be redeemed only in whole multiples of \$5,000. In accordance with DTC's standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Series 2022 Bonds are in book-entry form.

[Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption as follows:

The Bonds maturing __ 1, 20__ in the principal amount of \$____,000 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:

\$____,000 Term Bonds
Maturing __ 1, 20__
____.00%

Year	Principal Amount
20	\$,000

Year	Principal Amount
20*	,000

* Final Maturity]

SECTION 4.2 Redemption at the Election or Direction of the Bank. In the case of the redemption of any Series 2022 Bonds, the Bank shall give written notice to the Trustee of its direction so to redeem, of the redemption date, of the principal amounts of the Series 2022 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank at the direction of the City, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee and may be conditioned upon receipt of sufficient funds to redeem the Series 2022 Bonds called for redemption on the redemption date. The Bank shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor and held by the Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof together with interest accrued to the redemption date, all of the Series 2022 Bonds to be redeemed.

SECTION 4.3 Selection of Series 2022 Bonds to be Redeemed. If less than all of the Series 2022 Bonds are to be redeemed, the Series 2022 Bonds shall be redeemed only in whole multiples of \$5,000. For purposes of redemption, each \$5,000 of principal shall be considered as a Series 2022 Bond. If less than all of the Series 2022 Bonds shall be called for redemption, the principal amount and maturity of the Series 2022 Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Series 2022 Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

SECTION 4.4 Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2022 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. If proper notice of redemption by mailing has been given as provided in Section 4.5 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2022 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Series 2022 Bond or portion thereof called for redemption until such Series 2022 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.5 hereof with respect to any mutilated, lost, stolen or destroyed Series 2022 Bond.

SECTION 4.5 Notice of Redemption. Notice of the call for any optional redemption, identifying the Series 2022 Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Series 2022 Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Series 2022 Bonds.

SECTION 4.6 Cancellation. All Series 2022 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.7 hereof.

ARTICLE 5

GENERAL COVENANTS

SECTION 5.1 Payment of Principal and Interest. The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.2 Performance of Covenants; Bank. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.3 Instruments of Further Assurance. The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

SECTION 5.4 [RESERVED].

SECTION 5.5 Covenants Concerning Program.

(a) In order to provide for the payment of the principal, premium, if any, and interest on the Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on

the City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the City Bond for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the City Bond which is in default.

SECTION 5.6 Possession and Inspection of City Bond. The Trustee covenants and agrees to retain or cause its agent to retain possession of the City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

SECTION 5.7 Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the City Bond and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending ____ 1, 20__, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.8 Bank Covenants with Respect to City Bond.

(a) The Bank covenants and agrees that it will not permit or agree to any material change in the City Bond.

(b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the City Bond, provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee as set forth in Article X hereof.

(c) The Bank covenants and agrees that it will not sell or dispose of the City Bond.

SECTION 5.9 [RESERVED]

SECTION 5.10 Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.11 [RESERVED]

SECTION 5.12 [RESERVED]

SECTION 5.13 [RESERVED]

ARTICLE 6

REVENUES AND FUNDS

SECTION 6.1 Source of Payment of Bonds. The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.2 Creation of Funds. There are hereby created by the Bank and ordered established the following funds to be held by the Trustee: the General Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Redemption Account," and "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.3 Deposit of Net Proceeds of Bonds.

(a) The Trustee shall deposit the proceeds from the sale of the Series 2022 Bonds in the manner provided in Section 2.2 hereof.

(b) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.4 Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts, the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

SECTION 6.5 Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI.

The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before four (4) Business Days prior to any Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2022 Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses; and

(c) After making such payments in paragraphs (a) through (b) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2022 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

SECTION 6.6 Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account as follows: moneys in the Redemption Account shall be used to redeem Series 2022 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2022 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.7 Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.2 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Upon purchase of the City Bond, the City will provide for the deposit of such funds in the 2022 Construction Fund of the City established under the City Bond Resolution, which fund will be used by the City to finance the Construction Project. Any amounts of \$5,000 or more remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the Redemption Account for the redemption of the Series 2022 Bonds. Any amount less than \$5,000 shall be transferred to the General Account.

SECTION 6.8 [RESERVED]

SECTION 6.9 [RESERVED]

SECTION 6.10 Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.2 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of an Authorized Representative of the City and the Executive Director of the Bank, to pay the Costs of Issuance of the Series 2022 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is thirty (30) days after the date of issuance of the Series 2022 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.11 [RESERVED]

SECTION 6.12 Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such money shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.13 Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.8 hereof.

SECTION 6.14 Certain Verifications. The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; and (b) the yields on any obligations acquired and held by the Bank and/or the Trustee. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE 7

PURCHASE OF CITY BOND

SECTION 7.1 Terms and Conditions of Purchase. The City Bond purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

SECTION 7.2 Purchases. The Trustee shall pay the purchase price of the City Bond upon receipt by the Trustee of:

(a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Bank under the City Bond Resolution, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the City Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an opinion of counsel for the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Bank Act; and

(g) a signed City Bond Purchase Agreement from the City.

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, City Bond and signed documents, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

SECTION 7.3 Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinions of Bond Counsel and the City Bond received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days

prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.4 Report. The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

ARTICLE 8

INVESTMENT OF MONEYS

SECTION 8.1 General Provisions.

(a) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the City. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.1, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid.

(b) The Bank (a) certifies to the owners of the Series 2022 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2022 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2022 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2022 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2022 Bonds from time to time Outstanding that, so long as any of the Series 2022 Bonds remain Outstanding, moneys on

deposit in any Fund or Account established in connection with the Series 2022 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2022 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2022 Bonds to become subject to federal income taxation.

SECTION 8.2 [RESERVED]

SECTION 8.3 Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in The Wall Street Journal, or, if not there, in The New York Times; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

ARTICLE 9

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made, to the Trustee, of the principal of, premium, if any, and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts

and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (b) of the preceding paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other moneys deposited in the General Account.

With respect to the Series 2022 Bonds, no such deposit shall be deemed a payment of Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption. Provided, however, such verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee, will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds. If requested by the Trustee, the Bank will provide proof in a

form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

ARTICLE 10

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.1 Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or

(g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

(i) Default in the due and punctual payment of any interest or principal on the City Bond; or

(j) [Reserved]; or

(k) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

(l) There is an event of default under the City Bond Resolution.

SECTION 10.2 Remedies: Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State and as otherwise required by the Act.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.1(k) hereof or (b) if indemnified as provided in Section 11.1(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.3 Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, subject to Section 15.1 herein, the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law, including the Act, and of this Indenture.

SECTION 10.4 Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.5 Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of

principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.6 Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.7 Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee indemnity as provided in Section 11.1(k) hereof and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of security and/or indemnification has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of security and/or indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

SECTION 10.8 Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the

Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.9 Waivers of Events of Default. The Trustee may, at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 10.10 Notice of Defaults under Section 10.1(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.1(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE 11

TRUSTEE

SECTION 11.1 Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank or the Trustee), if selected in accordance with the standard set forth above. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.4 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may in its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

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

(k) Before taking any action referred to in Section 10.2, 10.3 or 10.7 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law and this Indenture. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the City Bond.

(n) The Trustee shall have no obligation to file financing statements or continuation statements.

(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the Bonds.

SECTION 11.2 Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as herein provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.3 Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

SECTION 11.4 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("**Reorganization**"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, 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 any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the successor Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.7 hereof.

SECTION 11.5 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.7 and acceptance of such appointment by the successor Trustee.

SECTION 11.6 Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.5 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Trustee.

SECTION 11.7 Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.5 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing in and incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or State authority, having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.8 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.2 hereof, execute and deliver an instrument transferring to such

successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded, if any.

SECTION 11.9 Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, attorneys, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee;

(b) any statement or information relating to the expenditure of the proceeds of the Series 2022 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which security and/or indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which security and/or indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank, which approval shall not be unreasonably withheld. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.9 shall survive the payment and discharge of the City Bond and the Bonds.

SECTION 11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE 12

SUPPLEMENTAL INDENTURES

SECTION 12.1 Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.2 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner (1) as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or, (2) to preserve the status of the interest on any Series 2022 Bond as exempt from inclusion in gross income of the holders thereof for federal income tax purposes, or (3) to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, or, (4) if so determined, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with issuance of Refunding Bonds.

SECTION 12.2 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.1 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected

(exclusive of Bonds held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.1 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE 13

MISCELLANEOUS

SECTION 13.1 Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in

favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register of the Bank maintained by the Trustee pursuant to Section 3.6 hereof.

SECTION 13.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

SECTION 13.3 Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 13.4 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Underwriter shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 13.5 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 13.6 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 13.7 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.8 Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank in accordance with provisions of this Indenture.

It is not the intent of this Section 13.8, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 13.9 Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

By:

Executive Director

(SEAL)

ATTEST:

Secretary

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and _____ Bank, as Trustee, dated _____, 2022.

**THE PEOPLES BANK,
as Trustee**

By: _____
_____,

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and The Peoples Bank, as Trustee, dated _____, 2022.

STATE OF MISSISSIPPI

COUNTY OF HINDS

On the ____ day of _____ 2022, before me, a Notary Public in and for said County, personally appeared E. F. Mitcham, Jr. and Larry W. Mobley to me personally known, who, being by me first duly sworn, did say that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

STATE OF MISSISSIPPI

COUNTY OF _____

On the ____ day of ____ 2022, before me, a Notary Public in and for said County, personally appeared _____ to me personally known, who, being by me first duly sworn, did say that he is the _____ of The Peoples Bank, the Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A
FORM OF CITY BOND

(TO BE INSERTED FROM BOND RESOLUTION)

**PRELIMINARY OFFICIAL STATEMENT
DATED _____, 2022**

NEW ISSUE-BOOK-ENTRY ONLY

**UNDERLYING RATING – Standard & Poor's: "___"
(See "RATING" herein)**

In the opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), under existing laws, regulations, rulings and judicial decisions, interest on the Series 2022 Bonds (as defined herein) is includable in gross income for federal income tax purposes. In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2022 Bonds is exempt from all income taxation in the State of Mississippi. See "TAX MATTERS" herein and "APPENDIX D - FORM OF BOND COUNSEL OPINION" attached hereto.

\$_____,000*

**MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022
(SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)**

Dated: Date of Delivery

DUE March 1, as shown on inside front cover

The Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project) (the "**Series 2022 Bonds**"), are being issued by the Mississippi Development Bank (the "**Bank**"), will be dated the date of delivery thereof and will bear interest from that date to their respective maturities in the amounts and at the rates set forth on the inside cover. The Series 2022 Bonds will be dated the date of delivery and will bear interest from that date to their respective maturities in the amounts and at the rates set forth below. The Series 2022 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("**DTC**"). Purchases of beneficial interests in the Series 2022 Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Series 2022 Bonds will not receive physical delivery of certificates representing their interests in the Series 2022 Bonds. Interest on the Series 2022 Bonds is payable on March 1 and September 1 of each year, commencing September 1, 2022*. So long as DTC or its nominee is the Registered Owner of the Series 2022 Bonds, interest, together with the principal of and redemption premium, if any, on the Series 2022 Bonds will be paid directly to DTC by The Peoples Bank, Biloxi, Mississippi, as Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE SERIES 2022 BONDS -- Book-Entry-Only System."

The Series 2022 Bonds are issued by the Bank for the principal purpose of providing funds for the purchase of the City Bond (as defined herein) being issued by the City of Southaven, Mississippi (the "**City**"), as more fully described in this Official Statement.

The Series 2022 Bonds are subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2022 BONDS -- Redemption."

THE SERIES 2022 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND ARE PAYABLE SOLELY OUT OF THE TRUST ESTATE OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, INCLUDING THE CITY BOND AND PAYMENTS DERIVED THEREFROM, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2022 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI, OR A PLEDGE OF THE FULL FAITH AND CREDIT, TAXING POWER OR MORAL OBLIGATION OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF; PROVIDED, HOWEVER, THAT THE CITY BOND IS SECURED BY THE FULL FAITH AND CREDIT AND TAXING POWER OF THE CITY. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2022 BONDS ARE MORE FULLY DESCRIBED HEREIN. THE BANK HAS NO TAXING POWER.

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 2022 Bonds are offered subject to the final approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, its counsel, and for the City by Butler Snow LLP, Southaven, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the Municipal Advisor to the Bank in connection with the sale and issuance of the Series 2022 Bonds. The Series 2022 Bonds are expected to be available in definitive form for delivery on or about _____, 2022*.

RAYMOND JAMES®

The date of this Official Statement is _____, 2022.

*Preliminary, subject to change.

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

SERIES 2022 BONDS

MATURITY SCHEDULE¹

Year of Maturity	Principal Amount ¹	Interest Rate	Yield	CUSIP*
2023	\$,000			
2024	,000			
2025	,000			
2026	,000			
2027	,000			
2028	,000			
2029	,000			
2030	,000			
2031	,000			
2032	,000			
2033	,000			
2034	,000			
2035	,000			
2036	,000			
2037	,000			

* The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2022 Bonds only, and the Bank, the City and the Underwriter does not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2022 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2022 Bonds.

¹ Preliminary, subject to change.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2022 BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2022 BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE SERIES 2022 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES 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. INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

UPON ISSUANCE, THE SERIES 2022 BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2022 BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE BANK AND THE PURCHASERS OR HOLDERS OF THE SERIES 2022 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 THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2022 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 2022 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 BANK, 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 BANK AND THE CITY. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT. THE BANK 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 BANK'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 2022 BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

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OFFICIAL STATEMENT

\$____,000*

MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

INTRODUCTION

The purpose of this Official Statement, including its APPENDICES, is to set forth certain information concerning the sale and issuance by the Mississippi Development Bank (the "**Bank**") of its Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project) (the "**Series 2022 Bonds**"), issued in the aggregate principal amount of \$____,000*.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and all APPENDICES hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2022 Bonds to potential investors is made only by means of the entire Official Statement.

The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "**State**") for the public purposes set forth under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**"). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bank is governed by a Board of Directors composed of nine (9) members.

Pursuant to the Bank Act, the purpose of the Bank is to assist "local governmental units," as defined in the Bank Act to be (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank. The entity described in APPENDIX A (the "**City**") is such a local governmental unit.

Sources of Payment and Security for the Series 2022 Bonds

The Series 2022 Bonds will be issued by and under and secured by an Indenture of Trust dated the date of delivery (the "**Indenture**"), by and between the Bank and The Peoples Bank, in Biloxi, Mississippi, as Trustee (the "**Trustee**"). The principal of, redemption premium, if any, and interest on any and all of the Series 2022 Bonds, together with any additional bonds or refunding bonds (the "**Refunding Bonds**") that may be authorized and issued by the Bank under the Indenture on a parity with the Series 2022 Bonds (collectively, the "**Bonds**"), are payable from those revenues and funds of the Bank

* Preliminary, subject to change.

which, together with the general obligation bond issued by the City (the "**City Bond**"), as defined and described herein, pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**"), are pledged pursuant to the Indenture for the benefit of the owners of the Series 2022 Bonds without priority. The full faith and credit and taxing power of the State are not pledged to the payment of the principal of, premium, if any, and interest on any of the Series 2022 Bonds. The Series 2022 Bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit, moral obligation of the State or of any political subdivision; provided, however, that the City Bond is secured by the full faith and credit and taxing power of the City. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Bank Act. The Series 2022 Bonds are issued and secured separately from any other obligations issued by the Bank.

The Series 2022 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "**Trust Estate**"), defined to be (i) cash and securities in the funds and accounts established by the Indenture (the "**Funds**" and "**Accounts**") and the investment earnings thereon and all proceeds thereof, (ii) the City Bond and the earnings thereon and the proceeds thereof, and (iii) all funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank. All Series 2022 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2022 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS," and "APPENDIX C."

The principal of and interest on the City Bond are payable out of certain revenues as hereinafter defined. The following City Bond is scheduled to be purchased with proceeds of the Series 2022 Bonds: \$____,000 City of Southaven, Mississippi Taxable General Obligation Bond, Series 2022 (the "**City Bond**"). The sources of payment on the City Bond are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS" and "APPENDIX C."

Purpose of the Series 2022 Bonds

The Series 2022 Bonds are being issued pursuant to the Act to (a) purchase the City Bond to provide funds for (a) (i) erecting municipal buildings and purchasing land therefor, and repairing, improving, adorning and equipping the same; and (ii) purchasing land for parks and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (iii) constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor and constructing bridges and culverts; and (iv) for other authorized purposes under the City Bond Act and the Bank Act (the "**Construction Project**"), and (b) paying the costs of issuance of the Series 2022 Bonds and the City Bond (together, the "**Project**").

Authority for Issuance

The Series 2022 Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Series 2022 Bonds

Redemption. The Series 2022 Bonds are subject to redemption as set forth hereinafter under the caption "DESCRIPTION OF THE SERIES 2022 BONDS -- Redemption."

Denominations. The Series 2022 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Series 2022 Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for DTC.

Purchases of beneficial interests in the Series 2022 Bonds will be made in book entry only form. Purchasers of beneficial interests in the Series 2022 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2022 Bonds.

Payments. Interest on the Series 2022 Bonds is payable on March 1 and September 1 of each year, and, so long as DTC or its nominee is the Registered Owner of the Series 2022 Bonds, such interest, together with the principal of and redemption premium, if any, on the Series 2022 Bonds will be paid directly to DTC by the Trustee under the Indenture. The final disbursement of such payments to the Beneficial Owners of the Series 2022 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, all as more fully defined and described herein under the caption "DESCRIPTION OF THE SERIES 2022 BONDS -- Book-Entry-Only System."

For a more complete description of the Series 2022 Bonds and the basic documentation pursuant to which the Series 2022 Bonds are being issued, see the captions "DESCRIPTION OF THE SERIES 2022 BONDS," "REVENUES, FUNDS AND ACCOUNTS," and "OPERATION OF FUNDS AND ACCOUNTS," in this Official Statement.

Tax Matters

INTEREST ON THE SERIES 2022 BONDS SHOULD BE TREATED AS INCLUDED IN GROSS INCOME OF THE HOLDERS THEREOF FOR FEDERAL INCOME TAX PURPOSES.

In the opinion of Butler Snow, LLP, Ridgeland, Mississippi ("**Bond Counsel**"), under existing laws, regulations, rulings and judicial decisions, interest on the Series 2022 Bonds is exempt from income taxation in the State.

Professionals Involved in the Offering

The Peoples Bank, Biloxi, Mississippi will act as Trustee under the Indenture for the Series 2022 Bonds. Government Consultants, Inc., Madison, Mississippi, is employed as Municipal Advisor to the Bank (the "**Municipal Advisor**") with respect to the Series 2022 Bonds. Certain proceedings in connection with the issuance of the Series 2022 Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi and for the City by Butler Snow, LLP, Southaven, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

Offering and Delivery of the Series 2022 Bonds

Subject to the final approval of the legality thereof by Bond Counsel, the Series 2022 Bonds are expected to be available in definitive form for delivery on or about _____, 2022*.

Risks to the Owners of the Series 2022 Bonds

There are certain risks involved in the ownership of the Series 2022 Bonds which should be considered by prospective purchasers. The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2022 Bonds depends primarily upon the receipt by the Bank of City Bond payments (the "**City Bond Payments**") from the City participating in the program (the "**Program**") which is obligated to make such payments to the Bank, together with investment earnings on certain

* Preliminary, subject to change.

amounts in the Funds and Accounts defined in and established under the Indenture. There can be no representation or assurance that the City will realize sufficient Revenues to make the required City Bond Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT." Failure of the Bank and/or the City to comply with certain tax covenants may also adversely affect the exempt status of the interest on all of the Series 2022 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2022 BONDS" in this Official Statement.

COVID-19 Pandemic

Investment in the Series 2022 Bonds involves certain risks, among them, the economic effect of measures taken to limit the spread of COVID-19, the economy, natural disasters, pandemics, all outside the City's control.

For example, in response to the worldwide outbreak of a novel coronavirus ("**COVID-19**"), the Governor of the State declared a state of emergency on March 14, 2020, and instituted shelter-in-place and mask mandates. Many businesses temporarily closed in response. These actions resulted in significant increases in unemployment rates in the State in 2020 through early 2021.

Two vaccines were approved by the U.S. Food and Drug Administration in December, 2020, and a third was approved in March, 2021. All three vaccines are now available to adults and children over the age of 12, but as of August 5, 2021, only 33% of the State's population is fully vaccinated. Businesses have reopened, and the shelter-in-place and mask mandates have been lifted; however, it is not possible to predict the duration or severity of the unemployment resulting from COVID-19 disruptions.

In summary, the City is unable to predict (i) the extent or duration of the COVID-19 Pandemic, (ii) the extent or duration of existing and future quarantines, travel restrictions, business closures and other measures related to the COVID-19 Pandemic, (iii) whether and to what extent the COVID-19 Pandemic may disrupt the local and global economy, or whether any such disruption may materially adversely affect the operations of the City and (iv) whether and to what extent the COVID-19 Pandemic may affect the City's bond rating. Given the evolving nature of the spread of the disease and the response of governments, business and individuals to COVID-19, the City is unable to accurately predict the magnitude of the impact COVID-19 on the City the financial condition of the City.

Cyber Security Management

The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations and faces multiple cyber security threats including, but not limited to, hacking, phishing, viruses, malware and other attacks on its computing and other digital networks and systems (collectively, "**Systems Technology**"). As a recipient and provider of sensitive information, the City may be the target of cyber security incidents that could result in adverse consequences to the City and its Systems Technology, requiring a response action to mitigate the consequences. The City has in place daily backup processes to help mitigate the eventuality of these risks. The City has structured their "technology" environment based upon best practice Zero Trust standards to mitigate these risks.

Cyber security incidents could result from unintentional events or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the City's Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage. The City has implemented certain controls, including data and network security measures, malware protection, security configuration, website filtering and protection, and user training, to mitigate the risk of cyber security breaches from internal sources or activities. The City has personnel policies in place for the City's

computer systems and networks detailing the security of the systems by only designated personnel and password securities in place by user.

Other Information

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing, and handling, from E.F. Mitcham, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

NO DEALER, BROKER, SALESMAN OR OTHER REPRESENTATIVE OF THE UNDERWRITER OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2022 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. 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 BANK SINCE THE DATE HEREOF.

THE SERIES 2022 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

Format of Official Statement

There follows in this Official Statement a description of the security and sources of payment for the Series 2022 Bonds, the purposes and operation of the Bank's program to be financed out of the proceeds of the Series 2022 Bonds, the Bank, and summaries of certain provisions of the Series 2022 Bonds, the Indenture and certain provisions of the Act. All discussions of the Act and the Indenture are qualified in their entirety by reference to the Act, copies of which are available from the Bank, and all discussions of the Series 2022 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2022 Bonds contained in the Indenture. Certain information relating to the City is set forth in "APPENDIX A - INFORMATION CONCERNING THE CITY," certain financial information on the City is included in "APPENDIX B - FINANCIAL INFORMATION OF THE CITY," the proposed form of opinion of Bond Counsel with respect to the Series 2022 Bonds is set forth in "APPENDIX D - FORM OF BOND COUNSEL OPINION", and the form of the continuing disclosure certificate of the City is set forth in "APPENDIX F - FORM OF CONTINUING DISCLOSURE CERTIFICATE," and certain definitions used herein are set forth in APPENDIX E". Each of the APPENDICES to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Series 2022 Bonds.

Capitalized terms not defined herein shall have the definitions set forth in "APPENDIX E - CERTAIN DEFINITIONS."

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS

General

The Series 2022 Bonds are payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Series 2022 Bonds. The Series 2022 Bonds do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution of the State or a pledge of the full faith and credit and taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The Bank has no taxing power. The sources of payment of, and security for, the Series 2022 Bonds are more fully described below.

Under the Indenture, the Series 2022 Bonds are secured by a pledge to the Trustee of the City Bond and all City Bond Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2022 Bonds all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, together with investment earnings thereon and proceeds thereof, and all other funds, accounts and moneys to be pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

The City and the City Bond

From the proceeds of the Series 2022 Bonds, the Bank intends to purchase and, upon purchase, will pledge to the Trustee the City Bond of the City, as described in "APPENDIX C."

Provisions for Payment of the City Bond

The City Bond will be a general obligation of the City. The City Bond Resolution provides that the City is unconditionally obligated to make payments secured by the full faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Series 2022 Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy 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 premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2022 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond 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 time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if

any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The City Bond will never, within the meaning of any constitutional or statutory limitation, be a debt, liability, or obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power or moral obligation of the State or any political subdivision thereof is pledged to the payment of the principal, premium, if any, and interest on the City Bond; provided, however, that the City Bond is a general obligation of the City. The City Bond initially issued under the City Bond Resolution shall be issued for the purposes of providing funds to finance costs of the (i) Construction Project; and (ii) payment of costs of issuance of the Series 2022 Bonds and the City Bond.

The issuance of the City Bond shall be authorized by resolution of the Mayor and Board of Aldermen of the City (the "**Governing Body**") adopted pursuant to the Act. See "APPENDIX C" for further description of the City Bond.

RISKS TO THE OWNERS OF THE SERIES 2022 BONDS

General

The Series 2022 Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are limited to City Bond Payments payable by the City on the City Bond pursuant to the City Bond Resolution. No reserve fund has been established for the payment of debt service on the Series 2022 Bonds or the City Bond. Purchasers of the Series 2022 Bonds are advised of certain risk factors with respect to the City Bond.

In addition, purchasers of the Series 2022 Bonds are advised of certain additional information in connection with the City as set forth in "APPENDIX A" and "APPENDIX B."

City Bond

The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2022 Bonds depends primarily upon the receipt by the Bank of City Bond Payments from the City which is obligated under the City Bond Resolution to make such payments to the Bank, together with earnings on the amounts in the Funds and Accounts created under the Indenture sufficient to make such payments. There is no Indenture Fund or Account which is required to contain amounts to make up for any deficiencies in the event of one or more defaults by the City in making such City Bond Payments, and there is no source from which the General Fund will be replenished except the City Bond Payments and investment income on moneys in the Funds and Accounts; and further, no reserve fund is created in the Indenture or the City Bond Resolution to pay debt service on the Series 2022 Bonds or the City Bond.

Remedies

The remedies available to the Trustee, to the Bank or to the owners of the Series 2022 Bonds upon an Event of Default under the Indenture or under the terms of the City Bond purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically 11 U.S.C. Sections 101 *et seq.* (the "**Bankruptcy Code**"), the remedies provided in the Indenture and under the City Bond may not be readily available or may be limited.

Certain Bankruptcy Risks

In the event the City were to become a debtor under the Bankruptcy Code, payments under the City Bond Resolution may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments acquired after the commencement of such a bankruptcy case or within ninety (90) days prior thereto. Under existing Constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the City Bond Resolution and the Indenture may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the City Bond will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable

equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the City Bond Resolution, the Indenture, or related documents that make bankruptcy and related proceedings by the City an Event of Default thereunder. All of these events would adversely affect the payment of debt service on the Series 2022 Bonds.

Limitation on Enforceability of Security Interests

The remedies available upon an Event of Default under the Indenture and the City Bond Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and the City Bond Resolution may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the Series 2022 Bonds and the City Bond may be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

The pledge of the full faith and credit granted by the City in the City Bond Resolution may be limited by a number of factors, including the ability to collect levied taxes. Under current law, such a pledge and assignment as attempted to be effected by the City Bond Resolution may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) federal bankruptcy laws affecting taxes and other revenues of the City received within ninety (90) days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the City; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) sales, liens and/or pledges made by the City. If an Event of Default does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

Failure to Compel the Levy of Taxes on the City Bond

The City Bond will be a general obligation of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2022 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. 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 the principal of and the interest of the City Bond as the same falls due.

The qualified electors of the State of Mississippi 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 to pay the principal of and interest on the City Bond as it matures and becomes due, nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect remedies of a holder of the City Bond in the event of a payment default, it potentially prevents such holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the City Bond in a Court of the State of Mississippi. 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 the holder of the City Bond in the event of a payment default with respect to the City Bond. For example, such holder can seek a writ of mandamus to compel the City to use any legally available moneys to pay the debt service on the City Bond, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to Mississippi Constitution §175, all public officials who are guilty of willful neglect of duty may be removed from office.

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 – BUDGET” and in “APPENDIX C - AUDIT.”

DESCRIPTION OF THE SERIES 2022 BONDS

General Description

The Series 2022 Bonds are issuable under the Indenture as fully registered bonds. When issued, the Series 2022 Bonds will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Series 2022 Bonds will be made in book-entry-only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof (see the heading, “Book-Entry-Only System” under this caption).

The Series 2022 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the cover page of this Official Statement. Interest on the Series 2022 Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2022*. Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Series 2022 Bond will be dated the day of delivery. If any Series 2022 Bond is authenticated on or prior to the day of delivery, it will bear interest from such date. Each Series 2022 Bond authenticated after the day of delivery, will bear interest from the most recent date on which interest was payable (the “Interest Payment Date”) and has been paid on or prior to the date of authentication of such Series 2022 Bond, unless such Series 2022 Bond is authenticated after the fifteenth day of the calendar month preceding an Interest Payment Date (the “Record Date”) and on or prior to the next following Interest Payment Date, in which case such Series 2022 Bond will bear interest from such following Interest Payment Date.

So long as DTC or its nominee is the Registered Owner of the Series 2022 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2022 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC (the “DTC Participants”) will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the Series

* Preliminary, subject to change.

2022 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See the heading, "Book-Entry-Only System" under this caption.

If the Series 2022 Bonds are no longer in a book-entry-only system, the principal of the Series 2022 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in Biloxi, Mississippi, and interest on the Series 2022 Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the Registered Owners of record as of the close of business on the most recent Record Date or, at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2022 Bonds delivered to the Trustee at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

Book-Entry-Only System

Unless and until the book-entry-only system has been discontinued, the Series 2022 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 2022 Bonds. The Series 2022 Bonds will be initially issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Series 2022 Bond will be issued for each maturity of the Series 2022 Bonds and will be deposited with DTC or pursuant to DTC's FAST registration procedures.

The information provided under this caption has been provided by DTC. No representation has been made by the Bank, the City or the Original Purchasers as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

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, the National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTC 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 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2022 Bond ("**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 transaction, 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 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 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 2022 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 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2022 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 the Series 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond Documents. For example, Beneficial Owners of the Series 2022 Bonds may wish to ascertain that the nominee holding the Series 2022 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 Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2022 Bonds to be redeemed.

Neither DTC nor Cede & Co., (nor any other DTC nominee) will consent or vote with respect to the Series 2022 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 Trustee 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 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments and interest payments on the Series 2022 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 Bank or the Trustee, 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, the Trustee, or the Bank subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments 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 Bank or the Trustee, 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 2022 Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2022 Bond certificates are required to be printed and delivered.

The Bank may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2022 Bond certificates in definitive form will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bank, the City and the Original Purchaser believe to be reliable, but neither the Bank, the City nor the Original Purchaser take any responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Series 2022 Bonds as nominee of DTC, references herein to the Holders, holders, owners or Registered Owners of the Series 2022 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2022 Bonds.

THE BANK, THE TRUSTEE, THE CITY AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2022 BONDS (A) PAYMENTS OF PRINCIPAL OF, REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2022 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN SERIES 2022 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2022 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 SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE BANK, THE CITY, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (B) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF, REDEMPTION PRICE OF, OR INTEREST ON THE SERIES 2022 BONDS; (C) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2022 BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Optional Redemption. The Series 2022 Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after March 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after March 1, 20__, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of Series 2022 Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Series 2022 Bonds are in book-entry form.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2022 Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than 45 days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the Registered Owner of each Series 2022 Bond to be redeemed at the address shown on the registration records. Failure to mail such notice to any particular owner of Series 2022 Bonds, or any defect in the notice mailed to any such owner of Series 2022 Bonds, will not affect the validity of the call for the redemption of any other Series 2022 Bonds. So long as DTC or its nominee is the Registered Owner of the Series 2022 Bonds, notice of the call for any redemption will be given to DTC, and not directly to Beneficial Owners. See the caption, "DESCRIPTION OF THE SERIES 2022 BOND -- Book-Entry-Only System."

Redemption Payments. The Trustee will apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2022 Bonds, or portions thereof called, together with accrued interest thereon to the redemption date. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Series 2022 Bonds that have been called.

APPLICATION OF THE PROCEEDS OF THE SERIES 2022 BONDS

The proceeds of sale of the Series 2022 Bonds which is equal to \$____,000 will be applied as follows:

Sources of Funds

Series 2022 Bond Proceeds	\$
Original Issue Premium	\$
Total Sources of Funds	\$

Uses of Funds

Deposit to General Fund, Purchase Account for Purchase of the City Bond	\$
Deposit to the General Fund, Bond Issuance Expense Account	
Total Uses of Funds	\$

THE MISSISSIPPI DEVELOPMENT BANK

General

The Bank was created in 1986 and is organized and existing under and by virtue of the Bank Act as a separate body corporate and politic for the public purposes set forth in the Bank Act. The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power.

The Bank is granted under the Bank Act the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Bank Act, including purchasing bonds, notes or evidences of indebtedness, such as the City Bond, from local governmental units, such as the City.

Organization and Membership of the Bank

The Bank is governed by a nine (9) member Board of Directors (the "**Board of Directors**"). The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation (the "**MBFC**") at the time and place fixed by the MBFC's by-laws. Appointments are for terms of one year. Members of the Board of Directors serve until they are replaced or re-appointed. The members of the Board of Directors as of the date of this Official Statement are as follows:

NAME	OCCUPATION	TERM*
Michael Boerner	Architect	11/16/21 – 07/31/22
Carolyn Boteler	Owner, TempStaff	08/01/21 – 07/31/22
Noel Daniels	Owner, Noel Daniels Motor Company	08/01/21 – 07/31/22
Merle Flowers	Real Estate	11/16/21 – 07/31/22
William L. Freeman, Jr.	Retired Bank President	08/01/21 – 07/31/22
Bobby James	Operations Manager, Atmos Energy	08/01/21 – 07/31/22
Everett Marshall	Mortician	10/28/21 – 07/31/22
William D. Sones	Bank Chairman	08/01/21 – 07/31/22
Mark Wiggins	Retired Business Owner	08/01/21 – 07/31/22

* Members of the Board of Directors of the Bank serve until reappointed or new directors are appointed and approved.

The operations of the Bank are administered by E.F. "Buddy" Mitcham, Jr., Executive Director. Mr. Mitcham is a graduate of Mississippi State University with a degree in Business Administration.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the borrowing of funds for public purposes by local governmental units. As of December 1, 2021, the Bank has previously issued bonds for various purposes totaling in principal approximately \$9,365,761,402.00. Of such amount, approximately \$2,904,320,744.65 was outstanding as of December 1, 2021.

The full faith and credit and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank, and all such bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit and taxing power of the State or the Bank.

The Bank is presently considering the issuance under the Bank Act of additional special obligation bonds for other purposes authorized under the Bank Act.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

1. General Fund - comprised of the following:

- (a) General Account
- (b) Purchase Account
- (c) Redemption Account
- (d) Bond Issuance Expense Account

Deposit of Net Proceeds of the Series 2022 Bonds, Revenues and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Series 2022 Bonds as follows:

- (a) To the Bond Issuance Expense Account of the General Fund, the amount of \$_____ to pay a portion of the costs of issuance of the Series 2022 Bonds and the City Bond;
- (b) To the Purchase Account of the General Fund, the sum of \$____,000 to be used to purchase the City Bond.

The Trustee will deposit Revenues and other receipts (except the proceeds of the Series 2022 Bonds, and moneys received by the Bank from the sale or redemption prior to maturity of the City Bond) into the General Account of the General Fund based on the amount due under the City Bond Resolution for the City Bond, and will deposit any moneys received from the sale or redemption prior to maturity of City Bond in to the Redemption Account of the General Fund.

OPERATION OF FUNDS AND ACCOUNTS

General Fund

The Trustee will disburse the amounts held in the General Account for the following purposes, and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

- (a) On or before four (4) Business Days prior to any Interest Payment Date, to the Trustee such amounts as may be necessary to pay the principal and interest coming due on the Series 2022 Bonds on such Interest Payment Date.
- (b) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Bank for the Series 2022 Bonds.

(c) After making all required payments under subparagraphs (a) through (b) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2022 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, sale, validation and issuance of the Series 2022 Bonds and the purchase and validation of the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, municipal advisory fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2022 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing. On the date which is thirty (30) days after the date of issuance of the Series 2022 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Purchase Account. Upon submission of duly authorized written requisitions of an authorized officer of the Bank stating that all requirements for purchases under the Act and the Indenture have been or will be met, the Trustee will disburse the amounts held in the Purchase Account for the purchase of the City Bond with said moneys to be applied to the issuance of the Series 2022 Bonds as more fully described under the heading "Deposit of Net Proceeds of the Series 2022 Bonds, Revenues and Other Receipts".

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and will disburse the funds in the Redemption Account to redeem Series 2022 Bonds of such maturity or maturities as directed by an Authorized Officer if such Series 2022 Bonds are then subject to redemption.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Series 2022 Bonds outstanding under the Indenture, all fees, charges and expenses of the Trustee will be distributed to the City, except as required by the Indenture regarding payment to holders of non-presented Series 2022 Bonds.

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to the Indenture shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the City. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in the Indenture, all income and profits on such investments, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in

accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2022 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of Section 8.1 of the Indenture, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account.

The Bank has certified in the Indenture to the owners of the Series 2022 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2022 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2022 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2022 Bonds to lose the exclusion from gross income for federal income tax purposes.

THE SERIES 2022 BONDS AS LEGAL INVESTMENTS

The Series 2022 Bonds shall be legal investments in which all public officers and public bodies of this State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest funds, including capital, in their control or belonging to them. The Series 2022 Bonds are also hereby made securities which may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the state and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

LITIGATION

There is not now pending or, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2022 Bonds or prohibiting the Bank from purchasing the City Bond with the proceeds of such Series 2022 Bonds or in any way contesting or affecting the validity of the Series 2022 Bonds, any proceedings of the Bank taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the Series 2022 Bonds. Neither the creation, organization nor existence of the Bank nor the title of any of the present Directors nor other officers of the Bank to their respective offices is being contested.

There is not now pending or, to the knowledge of the City, threatened any litigation restraining or enjoining the sale, issuance, execution or delivery of the City Bond or prohibiting the City from selling the City Bond to the Bank or in any way contesting or affecting the validity of the City Bond, any proceedings of the City taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the City Bond.

TAX MATTERS

INTEREST ON THE SERIES 2022 BONDS SHOULD BE TREATED AS INCLUDED IN GROSS INCOME OF THE HOLDERS THEREOF FOR FEDERAL INCOME TAX PURPOSES.

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2022 Bonds is exempt from income taxation in the State.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2022 Bonds by the Bank are subject to the approval of Bond Counsel whose approving opinion will be delivered concurrently with the delivery of Series 2022 Bonds. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi and for the City by its counsel, Butler Snow, LLP, Southaven, Mississippi.

Butler Snow LLP, Ridgeland, Mississippi, is also serving as bond counsel for the City in connection with the issuance and sale of the City Bond.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2022 Bonds upon an Event of Default under the Indenture or under the terms of the City Bond purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the City Bond may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2022 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

RATING

Standard & Poor's ("**S&P**") has assigned an underlying rating of "___" to the Series 2022 Bonds. Information on the rating may be obtained from the Executive Director of the Bank or the City Clerk of the City. Such rating reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Series 2022 Bonds.

PENSION PLAN

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, 2020, 2019 and 2018 were \$4,189,259, \$3,648,602 and \$3,440,283, respectively, which equaled the required contributions for each year.

At September 30, 2020, the City reported a liability of \$68,600,558 for its proportionate share of the net pension liability. See Note 9 in the City's 2020 Audited Financial Statements included in "APPENDIX B - Financial Information Concerning the City.

POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

Effective with the fiscal year ended September 30, 2018 audit, the City will be required to apply GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pension* ("**GASB 75**"), to its audited financial statements. GASB 75 changes accounting and financial reporting for OPEB. Fund level statements, including the General Fund statements, will not be impacted by the GASB 75 reporting.

INDEPENDENT AUDITORS

The audited financial statements of the City for the year ended September 30, 2020 included in this Official Statement as APPENDIX B, have been audited by Fortenberry & Ballard, PC, Brandon, Mississippi ("**Fortenberry & Ballard, PC**"), as stated in the report appearing therein (the "**audit report**").

The City has not requested and will not obtain a consent letter from its auditor for the inclusion of the audit report in this Official Statement. Fortenberry & Ballard, PC, the City's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Fortenberry & Ballard, PC, also has not performed any procedures relating to this Official Statement.

CONTINUING DISCLOSURE

The City will execute a continuing disclosure agreement (the "**Disclosure Certificate**") at the time of the closing for the Series 2022 Bonds. The Disclosure Certificate will be executed for the benefit of the beneficial owners of the 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 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, September 30, 2016 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 assist in the 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.

For a summary of the City's undertaking, see **APPENDIX F - FORM OF CONTINUING DISCLOSURE CERTIFICATE** attached hereto.

MUNICIPAL ADVISOR

The Bank has retained the firm of Government Consultants, Inc. as Municipal Advisor to the Bank in connection with the issuance of the Series 2022 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the Bank and the City with respect to the preparation of documents, the preparation for the sale of the Series 2022 Bonds and the time of the sale, market conditions and other factors related to the sale of the Series 2022 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 Bank and 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 Bank and 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.

UNDERWRITING

The Series 2022 Bonds are being purchased by Raymond James & Associates, Inc., Memphis, Tennessee (the "**Underwriter**"). The Underwriter has agreed, subject to certain conditions, to purchase all of the Series 2022 Bonds from the Bank at a purchase price of \$_____, which is equal to the principal amount thereof plus an original issue premium of \$_____ and minus the Underwriter's discount of \$_____. The Underwriter is obligated to purchase all the Series 2022 Bonds, if any are purchased, the obligation to make such purchases being subject to certain terms and conditions set forth in the Bond Purchase Agreement with respect to the Series 2022 Bonds, the approval of certain legal matters by counsel and certain other conditions.

VALIDATION

Prior to issuance, the Series 2022 Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended. Prior to issuance, the City Bond will be validated before the Chancery Court of DeSoto County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

MISCELLANEOUS

The Bank's offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act, the Indenture and the City Bond Resolution contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of its provisions. The attached APPENDICES are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture, the City Bond Resolution and the supplemental materials furnished to the Bank by the City may be obtained upon written request to the Bank.

Neither any advertisement of the Series 2022 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2022 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Bank. The Bank will provide copies of this Official Statement to be distributed to the purchasers of the Series 2022 Bonds.

MISSISSIPPI DEVELOPMENT BANK

By: /s/ E. F. Mitcham, Jr.
Executive Director

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APPENDIX A
INFORMATION ON THE CITY

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APPENDIX A - ECONOMIC AND DEMOGRAPHIC INFORMATION CITY OF SOUTHAVEN, MISSISSIPPI

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	2020 Census
21,434	28,977	48,982	54,648

SOURCE: Census Data information at website: www.census.gov; January 2022.

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	Ward 1 Alderman	June 2013
Charlie Hoots	Ward 2 Alderman	March 2018
William Jerome	Ward 3 Alderman	June 2021
Joel Gallagher	Ward 4 Alderman	June 2013
John David Wheeler	Ward 5 Alderman	June 2016
Raymond Flores	Ward 6 Alderman	June 2013
George Payne	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
2016	4.6	4.3	4.3	4.0	4.5	5.2	4.6	4.3	4.3	4.1	3.7	3.8	4.3
2017	4.4	3.9	3.9	3.7	4.3	4.8	4.4	3.9	3.7	3.4	3.5	3.3	3.9
2018	3.6	4.0	3.6	3.6	3.9	4.8	4.2	4.0	3.7	3.7	3.7	4.1	3.9
2019	4.6	4.4	4.3	4.1	4.3	5.4	5.3	4.8	4.6	4.2	4.2	4.0	4.5
2020	4.4	4.2	4.6	10.7	8.3	7.8	7.4	6.4	5.6	4.5	4.5	4.6	6.0
2021	4.4	4.4	4.5	4.6	4.6	6.0	5.2	4.5	3.5	2.9	2.2		

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; January 2022.

County Employment Statistics

	2015	2016	2017	2018	2019
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	84,280	86,860	88,550	90,600	93,130
II. Unemployed	4,100	3,740	3,490	3,540	4,220
Rate	4.9	4.3	3.9	3.9	4.5
III. Employed	80,180	83,120	85,060	87,060	88,910
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	4,050	4,350	4,470	4,480	4,530
II. Non-manufacturing	52,560	56,490	58,210	60,500	61,720
A. Agriculture, Forestry, Fishing & Hunting	110	120	0	0	0
B. Mining	40	30	30	40	40
C. Utilities	160	170	180	170	180
D. Construction	2,020	1,980	2,240	2,240	2,300
E. Wholesale Trade	3,500	3,690	3,760	3,330	3,400
F. Retail Trade	8,690	9,870	9,990	10,080	9,820
G. Transportation & Warehousing	7,810	8,970	9,680	10,870	11,420
H. Information	240	230	240	320	450
I. Finance & Insurance	940	1,020	1,050	1,100	1,120
J. Real Estate, Rental & Leasing	460	480	510	540	500
K. Prof., Scientific & Technical Service	930	930	980	980	960
L. Management of Companies & Entertainment	80	140	130	250	280
M. Administrative Support & Waste Management	5,720	6,160	6,060	6,850	6,980
N. Educational Services	320	350	380	420	450
O. Health Care & Social Assistance	5,560	5,730	5,940	6,100	6,400
P. Arts, Entertainment & Recreation	750	720	760	800	850
Q. Accommodation & Food Service	7,510	7,990	8,220	8,320	8,450
R. Other Services (except Public Administration)	990	1,090	1,180	1,170	1,160
S. Government	6,730	6,820	6,880	6,920	6,960
Education	4,130	4,200	4,210	4,240	4,240
III. Total Nonagricultural Employment	56,610	60,840	62,680	64,980	66,250

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 5/11/2020. Available as of January 2022.

Per Capita Income

Year	County	Mississippi	United States	County as Percentage of the United States
2020	45,764	42,129	59,510	77%
2019	42,575	39,062	56,047	76%
2018	41,695	37,822	54,098	77%
2017	40,174	36,817	51,811	78%
2016	38,895	35,946	49,812	78%

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, (BEA data last updated November 16, 2021). Information available as of January 2022.

Banking Institutions

Institutions	Total Assets
Cadence Bank ⁵	\$ 28,075,707,000
BankPlus ⁶	5,104,245,000
The Citizens National Bank of Meridian ⁷	1,678,176,000
Community Bank of Mississippi ⁸	4,375,751,000
Planters Bank & Trust Company ⁹	1,324,763,000
First Commercial Bank ¹⁰	675,409,000
First Security Bank ¹¹	8,130,191,000
First Horizon Bank ¹²	88,239,679,000
Guaranty Bank and Trust Company ¹³	1,392,859,000
Regions Bank ¹⁴	155,343,000,000
Renasant Bank ¹⁵	16,140,969,000

⁵ Headquartered in Tupelo, Mississippi. Formerly known as BancorpSouth Bank.

⁶ Headquartered in Belzoni, Mississippi.

⁷ Headquartered in Meridian, Mississippi.

⁸ Headquartered in Forrest, Mississippi.

⁹ Headquartered in Indianola, Mississippi.

¹⁰ Headquartered in Jackson, Mississippi.

¹¹ Headquartered in Searcy, Arkansas.

¹² Headquartered in Memphis, Tennessee.

¹³ Headquartered in Belzoni, Mississippi.

¹⁴ Headquartered in Birmingham, Alabama.

Sycamore Bank ¹⁶	308,904,000
Trustmark National Bank ¹⁷	17,362,560,000
Wells Fargo Bank, National Association ¹⁸	1,786,611,000,000

SOURCE: Obtained from the FDIC's website, <http://research.fdic.gov/bankfind/index.html>. Assets stated as of September 30, 2021.

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
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

¹⁵ Headquartered in Tupelo, Mississippi. .

¹⁶ Headquartered in Senatobia, Mississippi.

¹⁷ Headquartered in Jackson, Mississippi.

¹⁸ Headquartered in Sioux Falls, South Dakota.

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 January 2022.

Retail Sales for the City

State Fiscal Year Ended June 30	Amount
2021	\$1,474,065,787
2020	1,270,991,077
2019	1,295,787,396
2018	1,283,563,742
2017	1,255,568,671

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue website: www.dor.ms.gov; January 2022.

Sales Tax Rebates from the State

State Fiscal Year Ended June 30	Amount
2021	\$16,552,399
2020	14,638,832
2019	15,083,433
2018	14,527,884
2017	14,443,288

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue website: www.dor.ms.gov; January 2022.

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
2021-2022	34,469
2020-2021	34,067
2019-2020	34,752
2018-2019	34,492
2017-2018	33,991

SOURCE: Office of Research and Statistics, Mississippi Department of Education's website: <http://reports.mde.k12.ms.us/data/>; January 2022.

TAX INFORMATION

Assessed Valuation

Assessment Year	Real Property	Personal Property ¹⁹	Public Utility Property	Total
2021	\$595,860,597	69,854,362	\$17,251,052	\$682,966,011
2020	453,395,396	158,342,212	16,137,401	627,875,009
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

SOURCE: Office of the County Tax Assessor, January 2022.

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 MS Department of Revenue, formerly 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 MS Department of Revenue 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

¹⁹ Personal Property includes automobiles, other motor vehicles and mobile homes.

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 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)
2021	\$29,598,000	\$28,509,131.00	(1,088,869.00)
2020	30,435,000	28,644,072.00	(1,790,928.00)
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 (now known as the MS Department of Revenue) 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 MS Department of Revenue (the “Department”) is given power to establish rules to facilitate implementation of appraisal and assessment.

Rule 6 of the Department'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 Department 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 MS Department of Revenue. 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					
	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
General Purpose	35.72	33.22	32.92	31.43	30.80	30.43
General Obligation Bond & Int. Sinking Fund	8.01	10.51	10.81	12.30	12.93	13.30
Library	0.00	0.00	0.00	0.00	0.00	0.00
Sanitation	0.00	0.00	0.00	0.00	0.00	0.00
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, January 2022.

DEBT INFORMATION

Legal Debt Limit Statement

(As of February 1, 2022)

	15% Debt	20% Debt
Authorized Debt Limit (Last Completed Assessment for Taxation \$682,966,011)	\$102,444,902	\$136,593,202
Present Debt Subject to Debt Limits²⁰	37,327,528	36,762,528
Margin for Further Debt Under Debt Limits	\$65,117,374	\$99,830,674
Less this Offering		
Margin for Further Debt Under Debt Limits		

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.

²⁰ The City's G.O. W&S Refunding Bonds, outstanding in the amount of \$565,000 as of March 1, 2022, are subject only to the 20% limitation

Outstanding General Obligation Bonded Debt

(As of March 1, 2022)

Issue	Date of Issue	Original Principal	Outstanding Principal
G.O. W&S Refunding Bonds ²¹	10/31/12	2,735,000	565,000
G.O. Refunding Bonds, 2012A	10/31/12	3,015,000	940,000
G.O. Bonds	11/29/12	2,875,000	315,000
G.O. Bonds, Series 2013A	12/1/13	6,565,000	4,465,000
Taxable G.O. Bonds, Series 2013B	1/31/14	2,930,000	935,000
G.O. Refunding Bonds, Series 2015	4/09/15	6,870,000	3,020,000
MDB G.O. Refunding Bonds, Series 2017	12/21/17	3,620,000	3,131,000
MDB G.O. Bonds, Series 2017	12/21/17	6,000,000	5,480,000
G.O. Negotiable Note, Series 2018	07/31/18	5,200,000	1,354,528*
G. O. Refunding Bonds, Series 2020	3/25/20	3,015,000	2,330,000
MDB G. O. Bonds, Series 2020	4/23/20	15,000,000	14,792,000
Total:			\$37,327,528

*Balance is rounded up to the next dollar.

SOURCE: Office of the City Administrator, February 2022.

²¹ This debt is subject only to the 20% limitation.

Additional Bonded Debt (not subject to Debt Limits)

(As of March 1, 2022)

Issue	Date of Issue	Original Principal	Outstanding Principal
Water & Sewer Revenue Refunding Bonds	05/03/16	\$13,350,000	\$8,780,000
Combined Water & Sewer System Revenue Bonds	12/03/20	4,710,000	\$4,330,000
Total			\$13,110,000

Other Long-Term Debt

(As of March 1, 2022)

Issue	Date of Issue	Original Principal	Outstanding Principal
Mississippi Development Bank Loan ²²	03/31/14	7,945,000	1,190,000
Total			\$1,190,000

SOURCE: Office of the City Administrator, January 2022.

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.

²²The 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 Requirements²³

FY Ending September 30	General Obligation Debt		
	Principal	Interest	Total
2022	5,710,527.74	1,035,055.50	6,745,583.24
2023	4,270,000.00	887,553.77	5,157,553.77
2024	4,062,000.00	779,740.01	4,841,740.01
2025	3,899,000.00	671,114.25	4,570,114.25
2026	3,066,000.00	573,842.50	3,639,842.50
2027	2,349,000.00	499,548.00	2,848,548.00
2028	2,430,000.00	434,983.00	2,864,983.00
2029	2,202,000.00	369,483.50	2,571,483.50
2030	2,278,000.00	302,486.50	2,580,486.50
2031	1,184,000.00	251,713.50	1,435,713.50
2032	1,213,000.00	218,439.50	1,431,439.50
2033	1,247,000.00	184,272.00	1,431,272.00
2034	1,282,000.00	149,111.50	1,431,111.50
2035	858,000.00	120,984.00	978,984.00
2036	879,000.00	100,140.00	979,140.00
2037	900,000.00	78,792.00	978,792.00
2038	922,000.00	56,928.00	978,928.00
2039	944,000.00	34,536.00	978,536.00
2040	967,000.00	11,604.00	978,604.00
Totals:	\$40,662,527.74	\$6,760,327.53	\$47,422,855.27

²³ As of January 2022.

<u>General Obligation Bonded Debt</u>	<u>Fiscal Year Ended September 30</u>				
	2021	2020	2019	2018	2017
General Obligation Public Improvement Bonds (07/01/08)	-0-	-0-	2,245,000	2,445,000	2,635,000
General Obligation Refunding Bonds (04/16/09)	-0-	355,000	1,095,000	1,815,000	2,515,000
General Obligation Bonds (02/26/10)	-0-	295,000	580,000	850,000	4,460,000
General Obligation Refunding Bonds (04/15/10)	-0-	-0-	175,000	605,000	1,020,000
General Obligation Refunding Bonds (11/30/10)	-0-	245,000	1,530,000	1,760,000	1,980,000
General Obligation Refunding Bonds (02/17/11)	360,000	715,000	1,055,000	1,385,000	1,705,000
General Obligation W&S Refunding Bonds (10/31/12)	835,000	1,095,000	1,350,000	1,600,000	1,840,000
General Obligation Refunding Bonds 2012A (10/31/12)	1,240,000	1,530,000	1,820,000	2,095,000	2,365,000
General Obligation Bonds (11/29/12)	620,000	920,000	1,215,000	1,505,000	1,790,000
General Obligation Bonds 2013A (12/19/13)	4,760,000	5,045,000	5,320,000	5,585,000	5,845,000
General Obligation Bonds 2013B (01/13/14)	1,220,000	1,495,000	1,760,000	2,015,000	2,260,000
General Obligation Refunding Bonds 2015 (4/09/15)	3,730,000	4,425,000	5,105,000	5,770,000	6,420,000
General Obligation Refunding Bonds 2017 (12/21/17)	3,471,000	3,501,000	3,531,000	3,560,000	-0-
General Obligation Bonds 2017 (12/21/17)	5,480,000	6,000,000	6,000,000	6,000,000	-0-
General Obligation Note 2018 (7/31/18)	1,354,528	2,672,034	3,953,530	5,200,000	-0-
General Obligation Refunding Bonds 2020 (3/25/20)	2,800,000	3,015,000	-0-	-0-	-0-
General Obligation Bonds 2020 (4/23/20)	14,792,000	15,000,000	-0-	-0-	-0-
Totals	\$40,662,528	\$46,308,034	\$36,734,530	\$42,190,000	\$34,835,000

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2021	\$40,662,528	5.95%
2020	46,308,034	7.38
2019	36,734,530	5.99
2018	42,190,000	7.56
2017	34,835,000	6.58

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APPENDIX B
FINANCIAL INFORMATION FOR THE CITY

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FINANCIAL STATEMENT FOR FISCAL YEAR
ENDED SEPTEMBER 30, 2020

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ADOPTED BUDGET FOR FISCAL YEAR 2022

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APPENDIX C

FORM OF THE CITY BOND RESOLUTION AND THE CITY BOND

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INSERT BOND RESOLUTION

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APPENDIX D

FORM OF BOND COUNSEL OPINION

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**UPON THE DELIVERY OF THE SERIES 2022 BONDS, BUTLER SNOW LLP PROPOSES TO DELIVER
AN OPINION IN SUBSTANTIALLY THE FOLLOWING FORM:**

Mississippi Development Bank
Jackson, Mississippi

Re: \$____,000* Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project), dated the date of delivery thereof (the "**Series 2022 Bonds**")

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank (the "**Issuer**") of the above described Series 2022 Bonds, pursuant to a Trust Indenture (the "**Indenture**"), dated as of ____, 2022, by and between the Issuer and The Peoples Bank, Biloxi, Mississippi, as Trustee (the "**Trustee**"). We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Series 2022 Bonds and such other papers as we deem necessary to render the opinions in this letter, including a resolution (the "**City Bond Resolution**") adopted by the Mayor and the Board of Aldermen of the City of Southaven, Mississippi (the "**City**") on February 1, 2022.

The Series 2022 Bonds are being issued under the authority of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**"), and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City's Bond Act**") and together with the Bank Act, the "**Act**"), a resolution of the Board of Directors of the Issuer adopted on February 9, 2022, and the City Bond Resolution (together, the "**Resolution**").

The Series 2022 Bonds are being issued for the purpose of providing funds to finance the costs of purchasing the \$____,000* City of Southaven, Mississippi Taxable General Obligation Bond, Series 2022 (the "**City Bond**") and (b) pay the costs incident to the sale, issuance, and delivery of the Series 2022 Bonds and the City Bond. The City will use the proceeds of the City Bond to finance various capital improvements within the City, as more particularly described in the City Bond Resolution.

As to questions of fact material to our opinions, we have relied upon representations of the City and the Issuer, certified proceedings and other certifications of the City and the Issuer and other public officials furnished to us, and without undertaking to verify the same by independent investigation. In all such examinations, we have assumed the genuineness of all signatures, the authenticity of all documents presented to us as originals, and the conformity to original documents of all copies submitted to us as certified, conformed, or photographic copies. As to certificates, we have assumed the same to be properly given and to be accurate.

We have relied upon the certified transcript of proceedings and other certificates of public officials, and have not undertaken to verify any facts by independent investigation.

Based on the foregoing and subject to the qualifications, statements of reliance and assumptions herein, we are of the opinion on the date hereof that:

1. Such proceedings and proofs show lawful authority for the sale and issuance of the Series 2022 Bonds by the Issuer pursuant to the Constitution and laws of the State of Mississippi (the "**State**"), including the Act and the provisions of the Resolution.

2. The Series 2022 Bonds, assuming the due authentication thereof, are legal, valid and binding limited obligations of the Issuer enforceable in accordance with the terms thereof. The Series 2022 Bonds are payable from

* Preliminary, subject to change.

and secured only by the certain payments and funds to be received by the Issuer and the Trustee and pledged to the Series 2022 Bonds under the Indenture.

3. The Indenture is a valid and binding agreement of the Issuer enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create in the Funds and Accounts and the City Bond (as such terms are defined in the Indenture), including the investments thereof, subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

4. Under existing statutes, regulations, rulings and court decisions, subject to the assumptions stated below, interest on the Series 2022 Bonds is includable in the gross income of the owners thereof for federal income tax purposes.

5. Under and pursuant to the Act, the Series 2022 Bonds and interest thereon are exempt from all income taxes imposed by the State.

It is to be understood that the rights of the holders of the Series 2022 Bonds and the enforceability of the Series 2022 Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereinafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

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 Issuer's Official Statement or other statements made in connection with any offer or sale of the Series 2022 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 2022 Bonds, except those specifically addressed herein, or upon any federal or state law with respect to the sale or distribution of the Series 2022 Bonds.

This opinion letter is an expression of professional judgment regarding the matters expressly addressed herein. It is neither a guarantee of result nor an insurance policy with respect to the transaction or the future actions or performance of any party or entity. Our services have not included any financial or other non-legal advice. We express no opinion other than as herein expressly stated in this letter, and no expansion of our opinion may be made by implication or otherwise. The opinions herein are given as of the date hereof and are based upon statutes, regulations, rulings and court decisions in effect on the date hereof and not as of any future date. It should be noted that material changes regarding matters of fact and applicable law may hereafter occur. We expressly disclaim any undertaking or responsibility to review, revise, update or supplement this opinion letter subsequent to its date for any reason or to advise you of any change in the law, whether by reason of legislative or regulatory action, by judicial decision or otherwise, or of any change of facts or circumstances or of any facts or circumstances that may hereafter come to our attention or for any other reason.

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. In rendering this opinion we have relied upon the opinion of Balch & Bingham, LLP, Jackson, Mississippi, counsel for the Issuer, dated the date hereof, as to the due authorization and execution by and enforceability against the Issuer as to the Series 2022 Bonds and the Indenture.

Very truly yours,

BUTLER SNOW LLP

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APPENDIX E
DEFINITIONS

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1. DEFINITIONS

In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless the context or use in this Official Statement otherwise requires. Words of the masculine gender should be deemed and constructed to include correlative words of the female and neuter gender. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the City Bond Resolution, as the case may be.

Accounts

"Accounts" means the accounts created pursuant to Article VI of the Indenture.

Act

"Act" means together the Bank Act and the City Bond Act.

Authorized Officer

"Authorized Officer" means the President, Vice President, Executive Director, Secretary or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

Bank

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

Bank Act

"Bank Act" means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

Bankruptcy Code

"Bankruptcy Code" means 11 U.S.C. Section 101 *et seq.*, as amended or supplemented from time to time.

Beneficial Owner

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

Bond Counsel

"Bond Counsel" means an attorney or firm of attorneys approved by the City and the Bank nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Butler Snow LLP, Ridgeland, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Series 2022 Bonds.

Bond Issuance Expense Account

"Bond Issuance Expense Account" means the account by that name created pursuant to the Indenture.

Bond Register

"Bond Register" means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

Bondholder

"Bondholder" or "holder of Bonds" or "owner of Bonds" or any similar term means the Registered Owner of any Bond.

Bonds

"Bonds" means the Series 2022 Bonds and any Refunding Bonds issued pursuant to the Indenture.

Business Day

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, is operational.

City

"City" means the City of Southaven, Mississippi, a "local governmental unit" under the Bank Act.

City Bond

"City Bond" means the \$____,000* General Obligation Bond, Series 2022, issued by the City pursuant to the City Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to the Indenture.

City Bond Act

"City Bond Act" means the provisions of Mississippi Code of 1972, Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

City Bond Payment

"City Bond Payment" means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the City Bond held by the Trustee pursuant to the Indenture.

City Bond Purchase Agreement

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated ____, 2022, by and between the City and the Bank in connection with the issuance and sale of the City Bond.

City Bond Resolution

"City Bond Resolution" means that certain resolution adopted by the Board of Trustees of the City on February 1, 2022, in connection with the issuance of the City Bond.

* Preliminary, subject to change.

Code

"Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2022 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

Construction Project

"Construction Project" means (i) erecting municipal buildings and purchasing land therefor, and repairing, improving, adorning and equipping the same; and (ii) purchasing land for parks and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (ii) constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor and constructing bridges and culverts; and (iv) for other authorized purposes under the City Bond Act and the Bank Act.

Costs of Issuance

"Costs of Issuance" means items of expense payable or reimbursable, directly or indirectly, by the Bank and related to the authorization, sale, validation, issuance and/or delivery of the Series 2022 Bonds and the City Bond as allowed by the Code, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2022 Bonds, credit enhancements or liquidity facility fees, fees and expenses of the Underwriter, and other costs, charges and fees in connection with the foregoing.

Counsel

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

Default

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default under the Indenture.

DTC

"DTC" means The Depository Trust Company, New York, New York.

DTC Participants

"DTC Participants" shall have the meaning ascribed thereto in the Indenture.

Event of Default

"Event of Default" means any occurrence or event specified in the Indenture.

Fiscal Year

"Fiscal Year" means, when used with respect to the Bank, the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

Funds

"Funds" means the funds created pursuant to Article VI of the Indenture.

General Account

"General Account" means the account by that name created by the Indenture.

General Fund

"General Fund" means the fund by that name created by the Indenture.

Governmental Obligations

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

Indenture

"Indenture" means the Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII of the Indenture.

Interest Payment Date

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2022 Bonds, March 1 and September 1, commencing ____ 1, 20__.

Investment Securities

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

Local Governmental Unit

"Local Governmental Unit" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank..

Moody's

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

Opinion of Bond Counsel

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

Outstanding

"Outstanding" or "Bonds Outstanding" means all Bonds, which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Bank, except:

Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

Bonds deemed paid under Article IX of the Indenture; and

Bonds in lieu of which other Bonds have been authenticated under Section 3.5, 3.6 or 3.10 of the Indenture.

Paying Agent

"Paying Agent" means the Trustee or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

Principal Office

"Principal Office" means, as it relates to the Trustee, the address for the Trustee set forth under the definition of Notice Address above.

Program

"Program" means the program for purchasing the City Bond by the Bank pursuant to the Bank Act.

Program Expenses

"Program Expenses" means all of the fees and expenses of the Trustee relating to the Bonds or the City Bond and costs of determining the amount rebatable, if any, to the United States of America under the Indenture, all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

"Project" means providing financing for (a) the purchase of the City Bond, to finance the Construction Project, and (b) paying the Costs of Issuance for the City Bond and the Series 2022 Bonds.

Purchase Account

"Purchase Account" means the account by that name created by the Indenture.

Record Date

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

Redemption Account

"Redemption Account" means the account by that name created by the Indenture.

Redemption Price

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus premium, if any, and accrued interest payable upon redemption prior to maturity.

Refunding Bonds

"Refunding Bonds" means bonds issued pursuant to the Indenture and any Supplemental Indenture.

Registered Owner

"Registered Owner" means the person or persons in whose name any Bond shall be registered on the Bond Register.

Revenues

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses of the Indenture including, without limitation, all City Bond Payments and any additional amounts paid to the Trustee under the City Bond Resolution or from any other source whatsoever.

S&P

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

Securities

"Securities" means bonds, notes or other evidences of indebtedness issued by a Local Governmental Unit pursuant to the Bank Act including the City Bond.

Series 2022 Bonds

"Series 2022 Bonds" means the \$____,000[†] Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project) issued pursuant to the Indenture.

State

"State" means the State of Mississippi.

[†]Preliminary, subject to change.

Supplemental Indenture

"Supplemental Indenture" means an indenture supplemental to or amendatory of the Indenture, executed by the Bank and the Trustee in accordance with the Indenture.

Trust Estate

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee as security for the Bonds, pursuant to the granting clauses of the Indenture.

Trustee

"Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be The Peoples Bank, Biloxi, Mississippi.

Underwriter

"Underwriter" means Raymond James & Associates, Inc., Memphis, Tennessee.

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APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "**Disclosure Certificate**") is executed and delivered by the City of Southaven, Mississippi (the "**City**") in connection with the issuance of \$____,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project), dated the date of delivery thereof (the "**Bonds**"). The Bonds are being issued pursuant to an Indenture of Trust (the "**Indenture**"), dated ____, 2022, between the Mississippi Development Bank (the "**Bank**") and The Peoples Bank, Biloxi, Mississippi, as trustee (the "**Trustee**"). The City covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "**SEC**").

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"**Fiscal Year**" shall mean the period beginning on October 1 of and ending on September 30, or such other 12-month period as may be adopted by the Issuer in accordance with law.

"**Listed Events**" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

"**Official Statement**" means the final Official Statement prepared in connection with the Bonds.

"**Participating Underwriter**" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the Issuer's fiscal year of each year, commencing twelve (12) months following the end of the Issuer's fiscal year ending September 30, 2022, provide to the MSRB (in an electronic format as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). 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 Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the City; it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A," or in another form as determined by the City.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements for such Fiscal Year if audited financial statements are then available, and, if unavailable, reasonably available and accessible unaudited financial information describing the City's financial situation for the prior Fiscal Year; or adopted budgets and such audited financial statements if and when they become available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The City shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The City shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;
- (3) Unscheduled draws on debt service reserves 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 securing repayment of the Bonds, *if material*;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;¹

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, 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) Incurrence of a financial obligation of the obligated person, *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*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Certificate, 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 Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the City and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the City described in this Disclosure Certificate, the Dissemination Agent shall:

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the City at least 30 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) if the Dissemination Agent is other than the City, certify in writing to the City that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A or in another form determined by the City.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds 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 Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the City has caused this Disclosure Certificate to be executed by a duly authorized officer, all as of this ____ day of ____, 2022.

(SEAL)

CITY OF SOUTHAVEN, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Mississippi Development Bank
Name of Conduit Borrower: City of Southaven, Mississippi (the "City")
Name of Bond Issue: \$____,000 Mississippi Development Bank Taxable Special Obligation Bonds,
Series 2022 (Southaven, Mississippi General Obligation Bond Project) (the
"Series 2022 Bonds")
Date of Issuance: _____, 2022
CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Bonds as required by the Continuing Disclosure Certificate executed on ____, 2022 by the City. The City anticipates that the Annual Report will be filed by _____ ____, 20 ____.

Dated: _____, _____

EXHIBIT B

Name of Issuer: Mississippi Development Bank

Name of Conduit Borrower: City of Southaven, Mississippi (the "City")

Name of Bond Issue: \$____,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project) (the "Series 2022 Bonds")

Date of Issuance: _____, 2022

CUSIP Numbers:

Government

Name	Occupation	Position Held Since

TAX INFORMATION

Assessed Valuation of the City¹

Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto- Mobiles	Total

Tax Levy Per \$1,000 Valuation²

City - General Purpose:					
Operating Millage					
Debt Millage					
Total for City:					

¹ 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.

² Tax levy figures given is mills. The County levies a tax of nine cents per acre on all timbered and/or uncultivated land located in the County.

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "**Agreement**") is dated _____, 2022, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "**Bank**"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (hereinafter referred to as the "**Bank Act**"), having its principal place of business in the City of Jackson, Mississippi, and the **CITY OF SOUTHAVEN, MISSISSIPPI** (the "**City**"), a local governmental unit under the Act.

WITNESSETH:

WHEREAS, pursuant to the Bank Act, the Bank is authorized to purchase securities (as defined in the Bank Act) issued by local governmental units (as defined in the Bank Act); and

WHEREAS, the City has duly authorized the issuance of its taxable general obligation bond designated the City of Southaven, Mississippi Taxable General Obligation Bond, Series 2022 in the form of one fully registered bond, in the principal amount of _____ Dollars (\$_____,000) (the "**City Bond**") as authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**") and the Bank Act; and

WHEREAS, the City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank has adopted a resolution approving an Indenture of Trust (the "**Indenture**"), dated _____, 2022, by and between the Bank and The Peoples Bank, Biloxi, Mississippi (the "**Trustee**"), authorizing the issuance of its \$_____,000 Mississippi Development Bank Special Taxable Obligation Bonds, Series 2022 (Southaven, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), the proceeds of which will be used to purchase the City Bond.

NOW, THEREFORE, the Bank and the City agree:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the City Bond and the City hereby agrees to sell to the Bank the City Bond at the price of \$_____, representing the par amount of the City Bond of \$_____,000.00, plus an net original issue premium of \$_____, less an underwriter's discount of \$_____, and less \$_____ for deposit to the Bond Issuance Expense Account of the General Fund (as defined in the Indenture); which equals the balance of \$_____.00 to be deposited on behalf of the City into the 2022 Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "**City Bond Resolution**"), adopted by the Mayor and the Board of Aldermen of the City on February 1, 2022. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the City Bond to be purchased by the Bank, and the City's obligation to issue and sell the City Bond and the Bank's obligation to purchase the City Bond are expressly contingent upon the City's taking

all steps and receiving all approvals required by the laws of the State of Mississippi to issue the City Bond.

3. Reserved.

4. At such time as the Bank shall reasonably request, and in any event prior to the delivery to the Bank of the City Bond, which City Bond shall be in the form set forth in the City Bond Resolution and registered in the name of The Peoples Bank, Biloxi, Mississippi as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and an opinion of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the City Bond. The City shall bear the cost of obtaining such bond counsel opinion.

5. The City and the Bank agree that the City Bond and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Indenture.

6. The City agrees to furnish to the Bank as long as the City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank.

7. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

8. If the Bank does not deliver said Bank Bonds and receive payment therefor on or before _____, 2022, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the City Bond solely from proceeds of the Bank Bonds.

9. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bank and the City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

10. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

11. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof and constitutes the entire agreement between the Bank and the City in respect hereof.

IN WITNESS WHEREOF, we have set our hands unto this City Bond Purchase Agreement as of the day first above written.

MISSISSIPPI DEVELOPMENT BANK

(SEAL)

By: _____
Executive Director

ATTEST:

Secretary

CITY OF SOUTHAVEN, MISSISSIPPI

Mayor

(SEAL)

Signature Page to City Bond Purchase Agreement by and between Mississippi Development Bank and the City of Southaven, Mississippi.

VIA E-MAIL

Greenbrook Lake HOA
Attn: Johnny Highlander

**Re: City of Southaven/Greenbrook Lake HOA Letter Agreement for
Construction Access of Chapperal Park**

Dear Mr. Highlander:

This correspondence shall serve as the Letter Agreement (“Agreement”) between the City of Southaven (“City”) and Greenbrook Lake HOA (“HOA”) for HOA construction access through Chapperal Park (“Park”) for the limited purpose of repair to the Greenbrook Dam. Before construction access of the Park is utilized by the HOA, a meeting shall be held to determine the specific location for such access as determined by the City Parks Director or his designee.

As part of the access through the Park, the HOA, at its sole cost and expense, agrees to repair any damage to the Park arising from the HOA’s use. Also, the HOA shall restore the Park to its original condition prior to the construction access, including, but not limited to restoration of any non-structural improvements (i.e. parking, driveways, landscaping, curbing), and backfilling any excavated land. In addition, the HOA shall not use the Park to store materials, machinery, or equipment.

The HOA shall provide the City with at least twenty-four (24) hours prior notice before construction access and shall conduct all access activities in a manner to minimize interference with the normal use of the Park.

The HOA shall indemnify and hold harmless the City from any and all claims, liability, suits, injuries, and damage from the construction access to the Park.

Sincerely,

Wes Brown
City of Southaven Parks Director

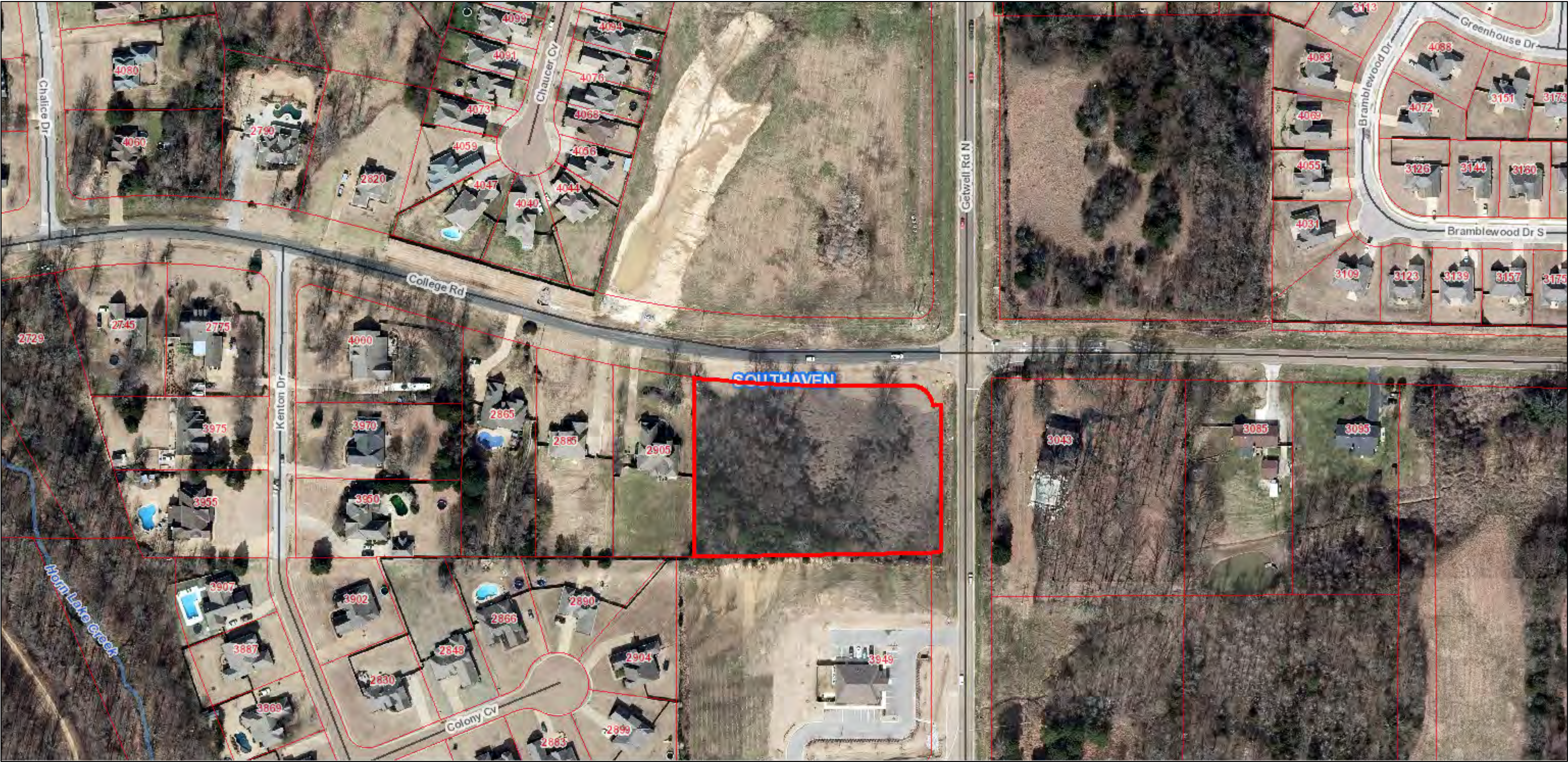
Acknowledged and Agreed:

Johnny Highlander
President of Greenbrook Lake HOA

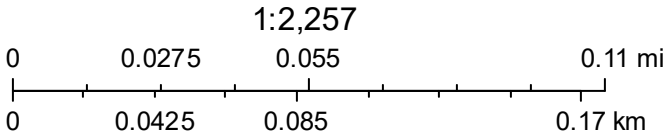
City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	January 31, 2022
Public Hearing Body:	Planning Commission
Applicant:	WTP Investments LLC- Will Patton 3500 Goodman Road Suite C Horn Lake, MS 662-548-8875
Total Acreage:	2.37 acres
Existing Zone:	PUD (Dickens Place)
Location of Subdivision Application	Southwest corner of Getwell Road and College Road
Comprehensive Plan Designation:	Neighborhood Commercial/office
Staff Comments: The applicant is requesting subdivision approval for the Patton Office Subdivision on the southwest corner of Getwell Road and College Road which is set to encompass 2.37 acres. The proposed subdivision shows two lots with lot 1 having 0.50 acres and lot 2 having 1.87 acres. Lot 1 is situated on the hard corner of the intersection while lot 2 encompasses the remainder of the property with frontage on both College Road as well as Getwell Road. The applicant is showing 13' of additional right of way for Getwell Road being dedicated with this subdivision application which will provide the necessary width to get the required 106' of right of way for Getwell Road. There is 248.50 feet of linear frontage on Getwell Road. College Road ROW has already been dedicated prior to this application and totals the needed 106'. There is approx. 376 linear feet along College Road.	
Staff Recommendations: This application was tabled at the December hearing to determine the location of any access points on Getwell Road. After review by city engineering staff, the best location for a Getwell Road access will be the southernmost boundary of lot 2 which the applicant has agreed to when lot 2 is set to develop. The engineer also agreed to the location of the access points on College Road, one of which has been submitted with this application and the other is set to push further west on lot 2. The applicant has agreed to this stipulation as well. The submittal is compliant with all bulk regulations set forth in the ordinance and subdivision regulations regarding commercial subdividing. Staff has no further comments and recommends approval.	



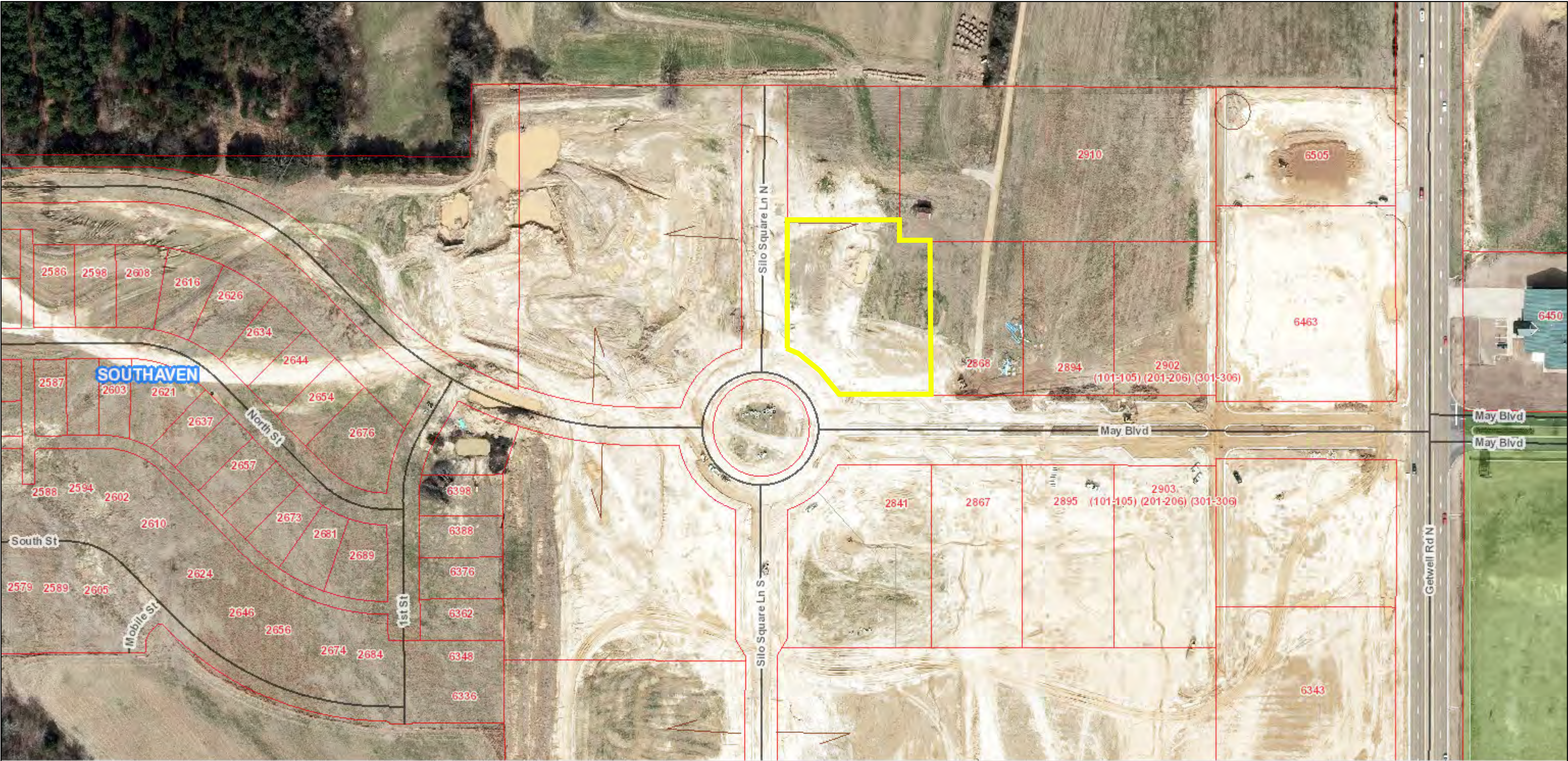
December 3, 2021



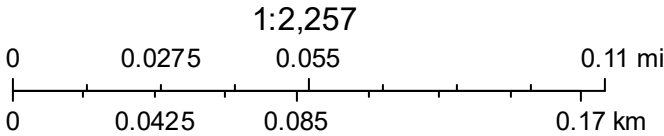
City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	January 31, 2022
Public Hearing Body:	Planning Commission
Applicant:	Lifestyle Communities, LLC
Total Acreage:	1.356 acres
Existing Zone:	PUD (Silo Square)
Location of Subdivision Application	West side of Getwell Road, north of May Blvd.
Comprehensive Plan Designation:	Mixed Use
Staff Comments: The applicant is requesting subdivision approval for the lots 11 and 12 of Silo Square Commercial Subdivision on the west side of Getwell Road, north of May Blvd. This area consists of 1.356 acres with two lots showing lot 11 with 0.766 acres and lot 12 with 0.590 acres. The lots are located on the northeast side of the roundabout with lot 12 having frontage on May Blvd. and lot 11 having frontage on Silo Square Lane North. The roadways have both been recorded and built per city code so there is no dedication shown on these plats.	
Staff Recommendations: The submittal is compliant with all bulk regulations set forth in the ordinance and subdivision regulations regarding commercial subdividing. Additionally, this proposed subdivision follows the conceptual design of the master plan submitted for Silo Square PUD. Staff has no comments and recommends approval.	



January 20, 2022



PRELIMINARY PLAT
FOR
SILO SQUARE
COMMERCIAL AREA 1 - PHASE 1
LOT 11
0.766 ACRES± - ZONED P.U.D
LOCATED IN
SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
CITY OF SOUTHAVEN
DESOTO COUNTY, MISSISSIPPI

OWNER'S CERTIFICATE

I, _____, AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY AFFECTED BY THIS PLAT, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAYS FOR THE STREETS AS SHOWN ON THE PLAT TO THE PUBLIC USE FOREVER. WE ALSO RESERVE THE UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PUBLIC UTILITIES. I CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE PROPERTY AND THAT NO TAXES ARE DUE AND PAYABLE THIS THE _____ DAY OF _____, 20_____.

AUTHORIZED REPRESENTATIVE

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR DESOTO COUNTY, MISSISSIPPI, THE WITHIN NAMED _____, WHO ACKNOWLEDGED THAT (HE)(SHE) SIGNED AND DELIVERED THE FOREGOING PLAT FOR THE PURPOSE THEREIN MENTIONED. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EVERETTE D. WEST, IV, P.L.S. #3234

CITY OF SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE CITY OF SOUTHAVEN PLANNING COMMISSION
ON THIS THE _____ DAY OF _____ 20_____.

CHAIRPERSON OF PLANNING COMMISSION

CITY OF SOUTHAVEN: SECRETARY

CITY OF SOUTHAVEN

MAYOR AND BOARD OF ALDERMAN

APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY
OF SOUTHAVEN ON THIS THE _____ DAY OF _____ 20_____.

MAYOR

CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED

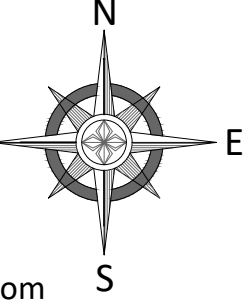
DAY OF _____, 20_____ AND WAS IMMEDIATELY
ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK
_____, PAGE _____.

CHANCERY COURT CLERK

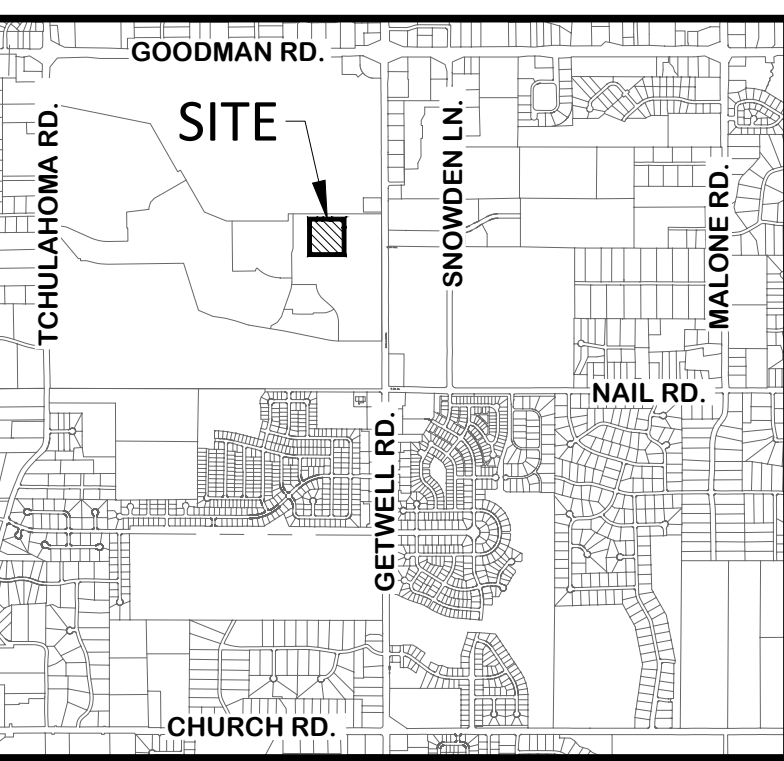
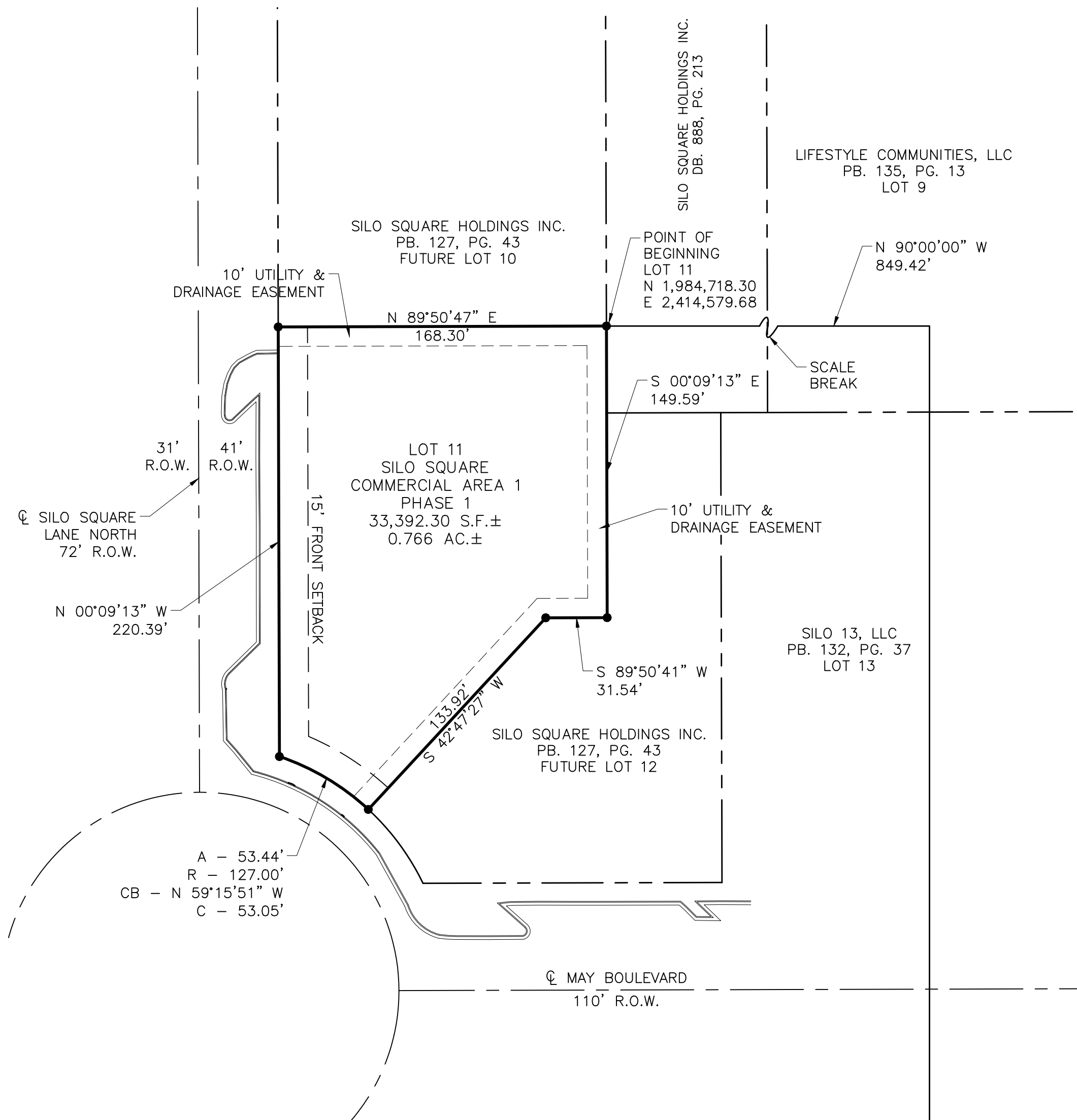
WEST SURVEYING, LLC.

35 Conner Avenue
Holly springs, MS 38635

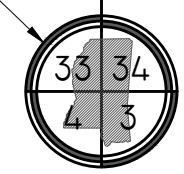
(901) 485-7616
westsurveying@gmail.com



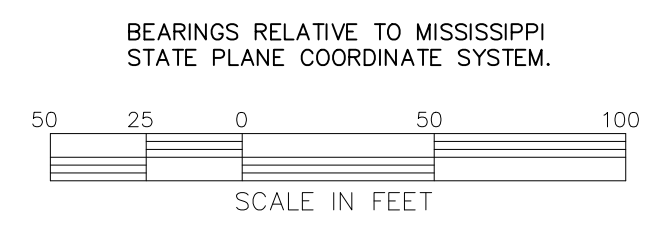
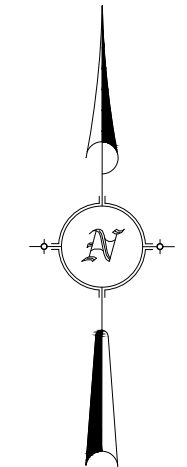
REVISIONS		SURVEY: EW	SHEET NO. 1
		DRWN: EW	
		CHKD:	
		DATE: JANUARY 17, 2022	



POINT OF COMMENCEMENT
THE SOUTHEAST CORNER
OF SECTION 33,
TOWNSHIP 1 SOUTH,
RANGE 7 WEST,
DESOTO COUNTY, MISSISSIPPI



○ FC = FOUND CORNER
● SC = SET CORNER



NOTES:

1. BEARINGS REFERENCED BY GPS AND BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, US FOOT. AZIMUTH ORIENTATION IS FROM ZERO GRID NORTH. CONVERGENCE ANGLE 00°13'32". SCALE FACTOR = 0.99996594.
2. DISTANCES AND COORDINATES SHOWN ARE GRID VALUES, US SURVEY FEET, MISSISSIPPI STATE PLANE COORDINATES, WEST ZONE, NAD 83 DATUM.
3. FIELD SURVEY COMPLETED: JANUARY 17, 2022.
4. THIS IS A CLASS "B" SURVEY.
5. 1/2" REBAR SET AT ALL CORNERS UNLESS NOTED.
6. THIS PROPERTY IS NOT LOCATED IN A HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 28033C0079H, DATED MAY 5, 2014.
7. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
8. NO DEEDS, EASEMENTS, ETC WERE PROVIDED TO WEST SURVEYING, LLC. WE HAVE PROVIDED OUR OWN RESEARCH AND DO NOT GUARANTEE SAME AS TO ACCURACY OR COMPLETENESS AND HAVE ONLY SHOWN THOSE EASEMENTS THAT ARE VISIBLE AND APPARENT AT THE TIME OF THE SURVEY.

LEGAL DESCRIPTION

SILO SQUARE - COMMERCIAL AREA 1 - PHASE 1 - LOT 11

BEING A TRACT OF LAND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING A PORTION OF THE SILO SQUARE HOLDINGS, LLC PROPERTY RECORDED IN DEED BOOK 916, PAGE 256, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 2,533.54 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 849.42 FEET TO A SET 1/2" REBAR, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 09 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 149.59 FEET SET 1/2" REBAR; THENCE SOUTH 89 DEGREES 50 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 31.54 FEET TO A SET 1/2" REBAR; THENCE SOUTH 42 DEGREES 47 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 133.92 FEET TO A SET 1/2" REBAR ON THE RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 127.00 FEET, ARC LENGTH OF 53.44 FEET, AND OF CHORD OF NORTH 59 DEGREES 15 MINUTES 51 SECONDS WEST - 53.05 FEET TO A SET 1/2" REBAR; THENCE NORTH 00 DEGREES 09 MINUTES 13 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY OF SILO SQUARE LANE NORTH, FOR A DISTANCE OF 220.39 FEET TO A SET 1/2" REBAR; THENCE NORTH 89 DEGREES 50 MINUTES 47 SECONDS EAST, LEAVING SAID EAST RIGHT-OF-WAY A DISTANCE OF 168.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.766 ACRES (33,392.30 SQ. FT.) MORE OR LESS.

THIS PROPERTY IS SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

ALL BEARINGS REFERENCED TO MISSISSIPPI STATE PLANE COORDINATES.

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EVERETTE WEST, MS PLS #3234
WEST SURVEYING, LLC
35 CONNER AVENUE
HOLLY SPRINGS, MISSISSIPPI
(901) 485-7616
westsurveying@gmail.com

PRELIMINARY PLAT
SILO SQUARE
COMMERCIAL AREA 1 - PHASE 1
LOT 11
0.766 ACRES± - ZONED P.U.D.

LOCATED IN
SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
CITY OF SOUTHAVEN
DESOTO COUNTY, MISSISSIPPI
JANUARY 17, 2022

PRELIMINARY PLAT
FOR
SILO SQUARE
COMMERCIAL AREA 1 - PHASE 1
LOT 12
0.590 ACRES± - ZONED P.U.D
LOCATED IN
SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
CITY OF SOUTHAVEN
DESOTO COUNTY, MISSISSIPPI

OWNER'S CERTIFICATE

I, _____, AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY AFFECTED BY THIS PLAT, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAYS FOR THE STREETS AS SHOWN ON THE PLAT TO THE PUBLIC USE FOREVER. WE ALSO RESERVE THE UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PUBLIC UTILITIES. I CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE PROPERTY AND THAT NO TAXES ARE DUE AND PAYABLE THIS THE _____ DAY OF _____, 20_____.

AUTHORIZED REPRESENTATIVE

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR DESOTO COUNTY, MISSISSIPPI, THE WITHIN NAMED _____, WHO ACKNOWLEDGED THAT (HE)(SHE) SIGNED AND DELIVERED THE FOREGOING PLAT FOR THE PURPOSE THEREIN MENTIONED. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EVERETTE D. WEST, IV, P.L.S. #3234

CITY OF SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE CITY OF SOUTHAVEN PLANNING COMMISSION
ON THIS THE _____ DAY OF _____ 20_____.

CHAIRPERSON OF PLANNING COMMISSION

CITY OF SOUTHAVEN: SECRETARY

CITY OF SOUTHAVEN

MAYOR AND BOARD OF ALDERMAN

APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY
OF SOUTHAVEN ON THIS THE _____ DAY OF _____ 20_____.

MAYOR

CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED

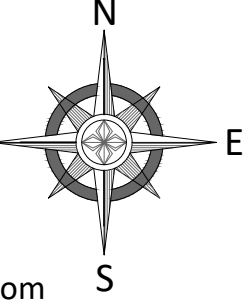
DAY OF _____, 20_____ AND WAS IMMEDIATELY
ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK
_____, PAGE _____.

CHANCERY COURT CLERK

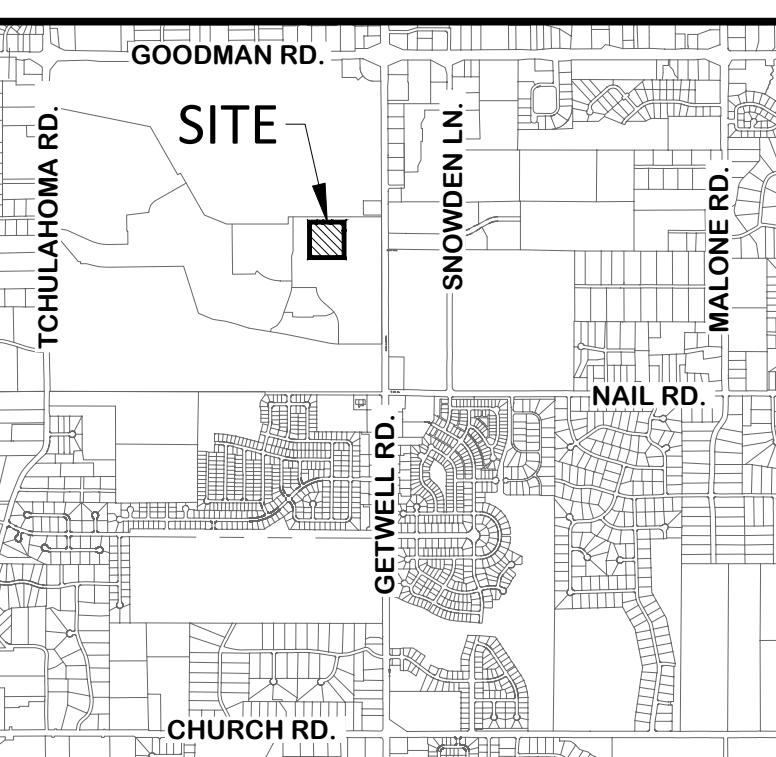
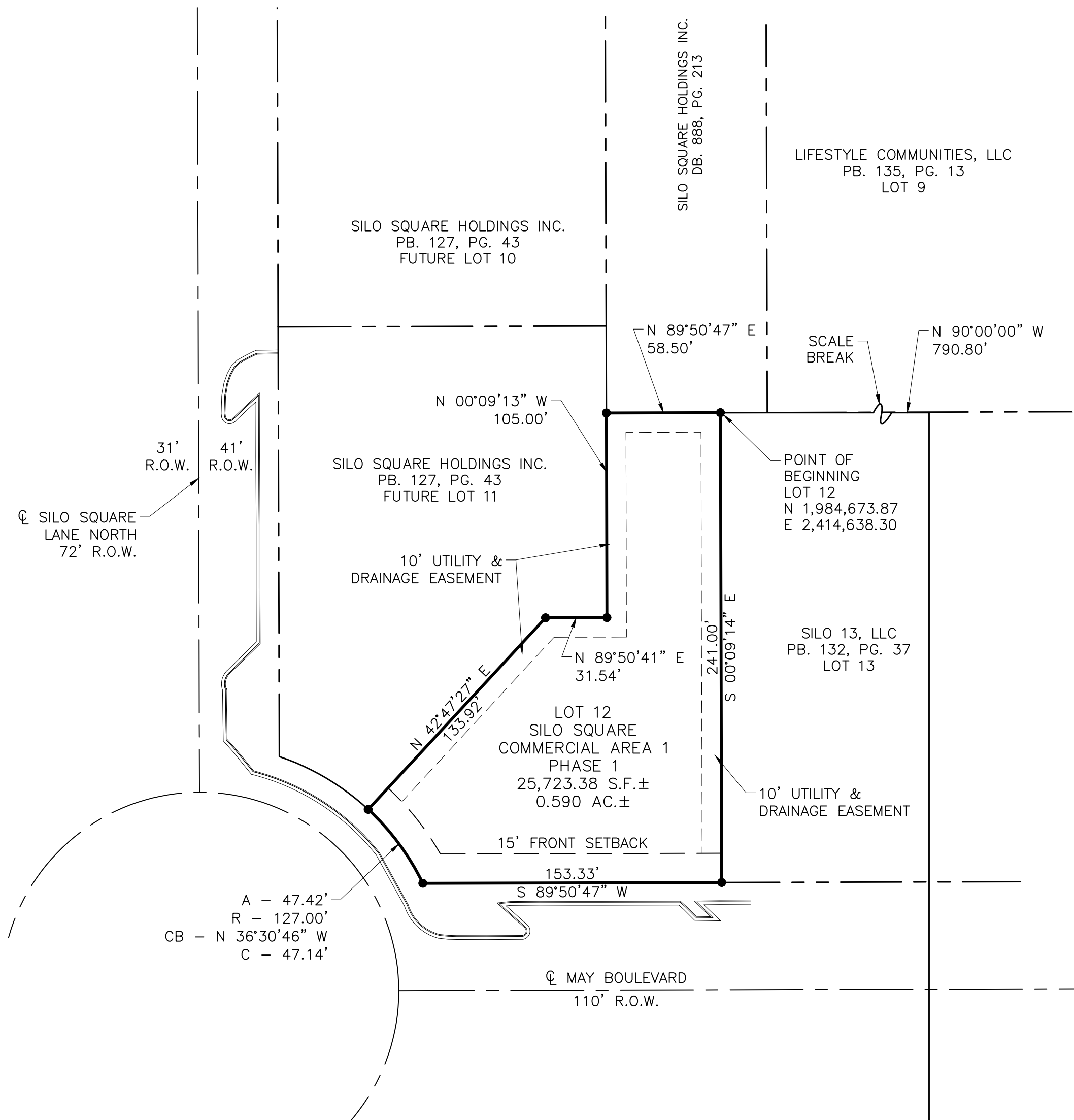
WEST SURVEYING, LLC.

35 Conner Avenue
Holly springs, MS 38635

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westsurveying@gmail.com

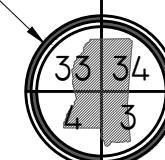


REVISIONS		SURVEY: EW	SHEET NO. 1
		DRWN: EW	
		CHKD:	
		DATE: JANUARY 17, 2022	



VICINITY MAP
N.T.S.

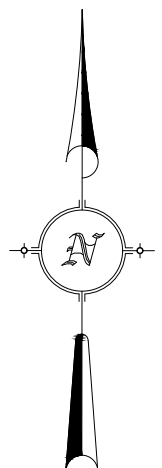
POINT OF COMMENCEMENT
THE SOUTHEAST CORNER
OF SECTION 33,
TOWNSHIP 1 SOUTH,
RANGE 7 WEST,
DESOTO COUNTY, MISSISSIPPI



NOTES:

1. BEARINGS REFERENCED BY GPS AND BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, US FOOT. AZIMUTH ORIENTATION IS FROM ZERO GRID NORTH. CONVERGENCE ANGLE 00°13'33". SCALE FACTOR = 0.99996595.
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8. NO DEEDS, EASEMENTS, ETC WERE PROVIDED TO WEST SURVEYING, LLC. WE HAVE PROVIDED OUR OWN RESEARCH AND DO NOT GUARANTEE SAME AS TO ACCURACY OR COMPLETENESS AND HAVE ONLY SHOWN THOSE EASEMENTS THAT ARE VISIBLE AND APPARENT AT THE TIME OF THE SURVEY.

○ FC = FOUND CORNER
● SC = SET CORNER



BEARINGS RELATIVE TO MISSISSIPPI
STATE PLANE COORDINATE SYSTEM.



LEGAL DESCRIPTION

SILO SQUARE - COMMERCIAL AREA 1 - PHASE 1 - LOT 12

BEING A TRACT OF LAND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING A PORTION OF THE SILO SQUARE HOLDINGS, LLC PROPERTY RECORDED IN DEED BOOK 916, PAGE 256, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 2,489.11 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 790.80 FEET TO A SET 1/2" REBAR, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 09 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 241.00 FEET SET 1/2" REBAR ON THE NORTH RIGHT-OF-WAY OF MAY BOULEVARD; THENCE SOUTH 89 DEGREES 50 MINUTES 47 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY FOR A DISTANCE OF 153.33 FEET TO A SET 1/2" REBAR; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 127.00 FEET, ARC LENGTH OF 47.42 FEET, AND OF CHORD OF NORTH 36 DEGREES 30 MINUTES 46 SECONDS WEST - 47.14 FEET TO A SET 1/2" REBAR; THENCE NORTH 42 DEGREES 47 MINUTES 27 SECONDS EAST, LEAVING SAID RIGHT-OF-WAY FOR A DISTANCE OF 133.92 FEET TO A SET 1/2" REBAR; THENCE NORTH 89 DEGREES 50 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 34.54 FEET TO A SET 1/2" REBAR; THENCE NORTH 00 DEGREES 09 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 105.00 FEET TO A SET 1/2" REBAR; THENCE NORTH 89 DEGREES 50 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 58.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.590 ACRES (25,723.38 SQ. FT.) MORE OR LESS.

THIS PROPERTY IS SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

ALL BEARINGS REFERENCED TO MISSISSIPPI STATE PLANE COORDINATES.

THIS IS TO CERTIFY THAT THIS PLAT WAS
DRAWN FROM A GROUND SURVEY MADE BY
ME OR UNDER MY DIRECT SUPERVISION
OF THE PHYSICAL FEATURES FOUND AND
IS TRUE AND ACCURATE TO THE BEST
OF MY KNOWLEDGE AND BELIEF.

EVERETTE WEST, MS PLS #3234
WEST SURVEYING, LLC
35 CONNER AVENUE
HOLLY SPRINGS, MISSISSIPPI
(901) 485-7616
westsurveying@gmail.com

PRELIMINARY PLAT
SILO SQUARE
COMMERCIAL AREA 1 - PHASE 1
LOT 12
0.590 ACRES± - ZONED P.U.D.

LOCATED IN
SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
CITY OF SOUTHAVEN
DESOTO COUNTY, MISSISSIPPI
JANUARY 17, 2022

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



Date of Hearing:	January 31, 2022
Public Hearing Body:	Planning Commission
Applicant:	Silo 12, LLC and Silo 11, LLC 1074 Thousand Oaks Drive Hernando, MS
Total Acreage:	1.56 acres
Existing Zone:	Planned Unit Development (Silo Square)
Location of Design Review Application	West side of Getwell Road, north of May Blvd.
Comprehensive Plan Designation:	Mixed Use

Staff Comments:

The applicant is requesting design review approval for three buildings on lots 11 and 12 mixed use buildings on the west side of Getwell Road, north of May Blvd. The following items were submitted:

Building Elevations:

The applicant is proposing to use brick for the entire building façade. As shown in the architectural renderings, the buildings main frontage has been designed to be broken up via pilaster columns to create separation along the façade. The applicant has submitted several brick options to use to further enhance the separation. The sides and rear of the building are shown to use a vertical line of brick soldiers to break up the monotony of the brick. The roof line is flat with a raised parapet line to create depth in the height of the building. Window lines change per section where as some have an arched line with brick soldiers along the top and a shutter line, others have a simple straight line and no shutters and the bottom story utilizes a rectangular pane with lower hardi panel. Further detail of brick inlay designs and exposed vents in the brick are being used to carry the character of the building into a main street feel. A precast coping is shown at the peak of the roofline to tie all the sections in together with a uniform material and color. The second and third floors of the buildings with lofts show a patio line with black decorative railing and lot 11 further accents the loft areas with a canopy line which aids the patio areas with shade since it is facing the west. The stairwells on the buildings have been strategically placed to comply with ADA and emergency access and are shown in the same material as the balconies. The tenant spaces on the first floor are spec at this point but the renderings allow for a heavy window line alongside of an extra wide sidewalk for window shopping and outdoor patronage at the eateries. The exterior paint theme will vary per store unit and will follow suite with the Sherman Williams Historical color palette submitted by the applicant. A final decision per unit will be determined with the

execution of the space. The canopy line along the storefronts have been diversified to give each tenant space its own look. The applicant has submitted two colors for the canopy area- Dark Bronze and Black which will vary from canopy to canopy. Signage has been addressed with this submittal and although it is usually not part of a PC submitted package, this is part of a PUD which itemizes out different types of signage and can be addressed. The signage is shown as a mixture of etched limestone band signs, floating channel letters and a two story building line sign for the main corners. Wall mount lighting for the first floor has been shown on the renderings as typical so they may change depending on the use that occupies the space.

The photometric plan shown was submitted previously with the May Blvd. buildings and was approved prior to this application.

Landscaping:

The landscape plans follows suit with the existing layout; however, the addition of a courtyard area on the corner incorporates the use of Ginkgo Trees with brick borders on each side of the internal sidewalk. Around the patio area on lot 11 the applicant shows a deep staggered planting of holly, Indian Hawthorne and Encore azalea. This mixture carries over to lot 12 and is used as a border planting between the building and the sidewalk. There is a brick paver area at the center of this courtyard which has incorporated Slender Silhouette sweet gum trees and decorative lighting. Finally, there is a triangular area at the back of the courtyard where the applicant has proposed a grove of Leland cypress.

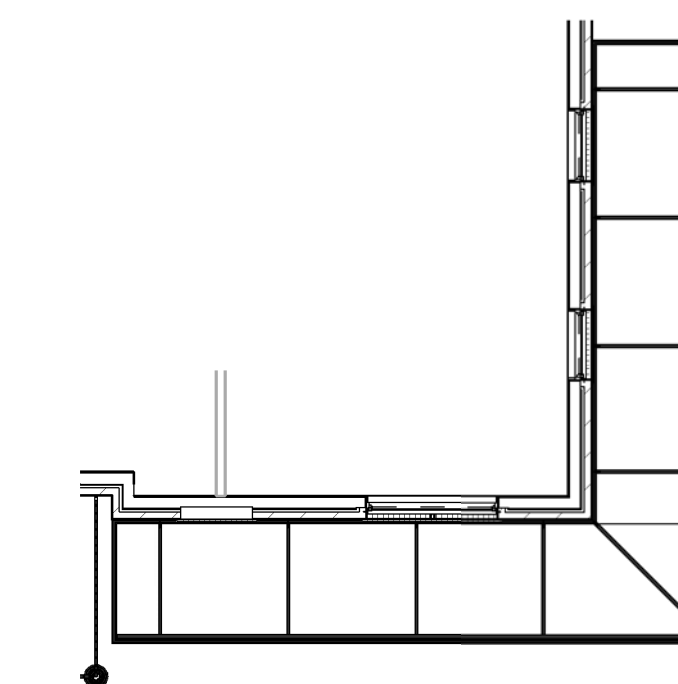
Staff Recommendations:

This site is unlike any other development within the city with respect to setbacks, signage and landscaping. Staff believes that the applicant has captured the look of an old main street building with the proposed renderings submitted and has no comments regarding that submittal. The site has already proven its quality with the existing buildings, landscape and lighting and this application is a carryover of that quality. Staff's only comment would be to ensure with the new incorporation of landscape that the minimum sizes be acknowledged and met by the applicant's contractor.

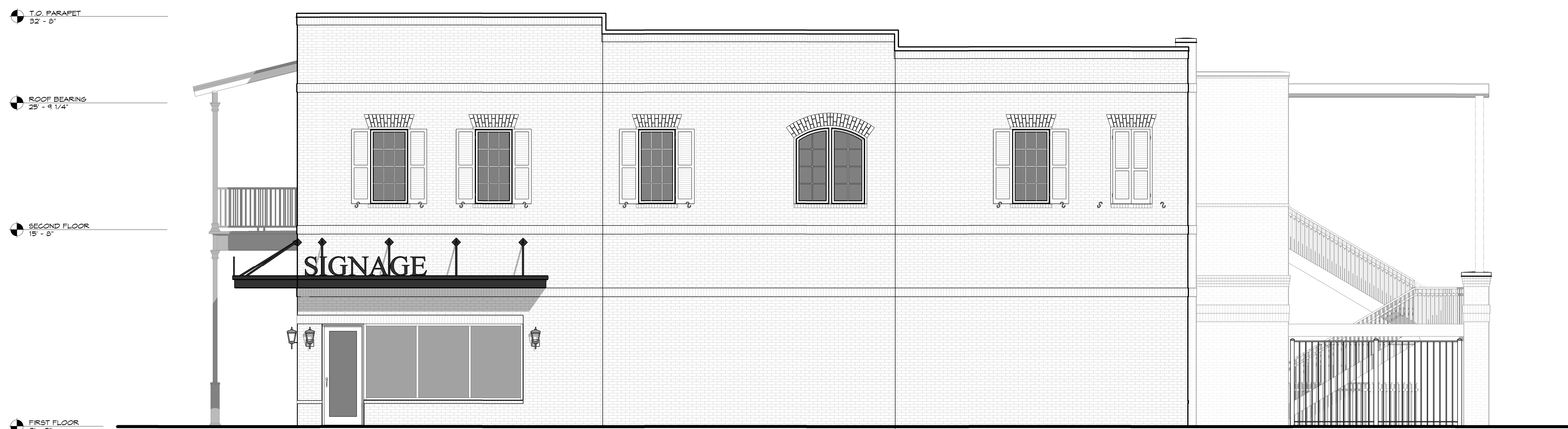
As requested for all the other buildings at Silo Square staff would ask for the leniency on the color palette for the storefronts to be determined at a closer date of completion through administrative approval process.



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



3 METAL CANOPY PLAN
SCALE: 1/8" = 1'-0"

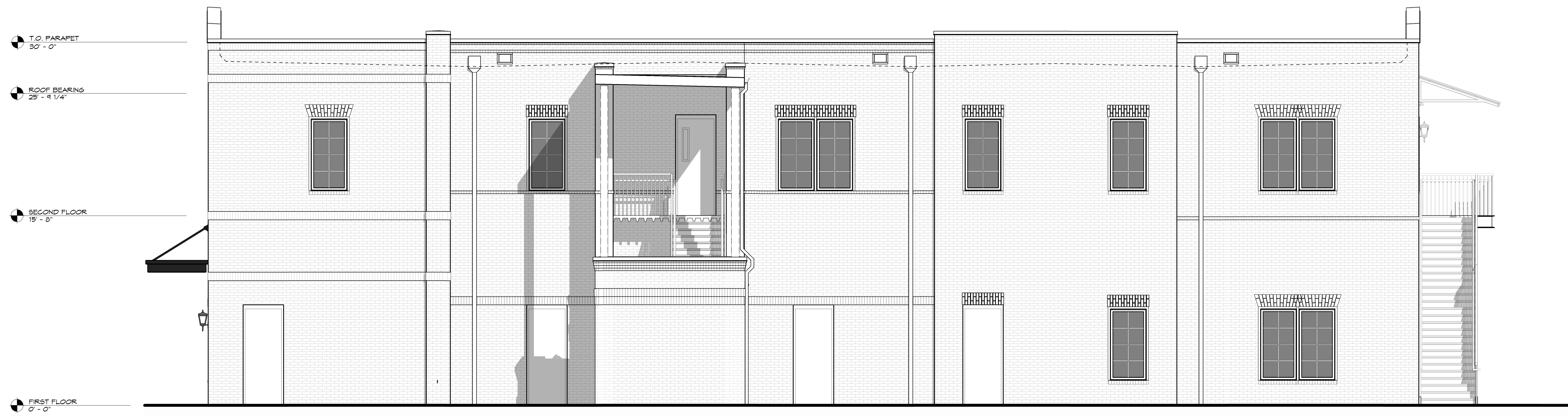


2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

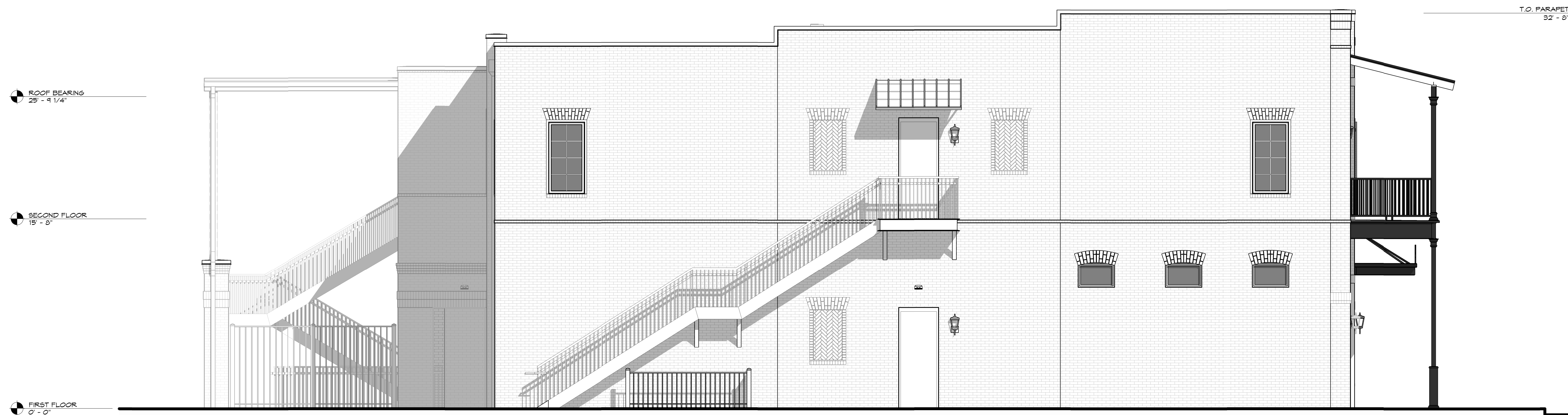


SILO SQUARE LOT - II
live • work • play
SOUTHAVEN, MS

Urban
ARCH
associates, pc



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



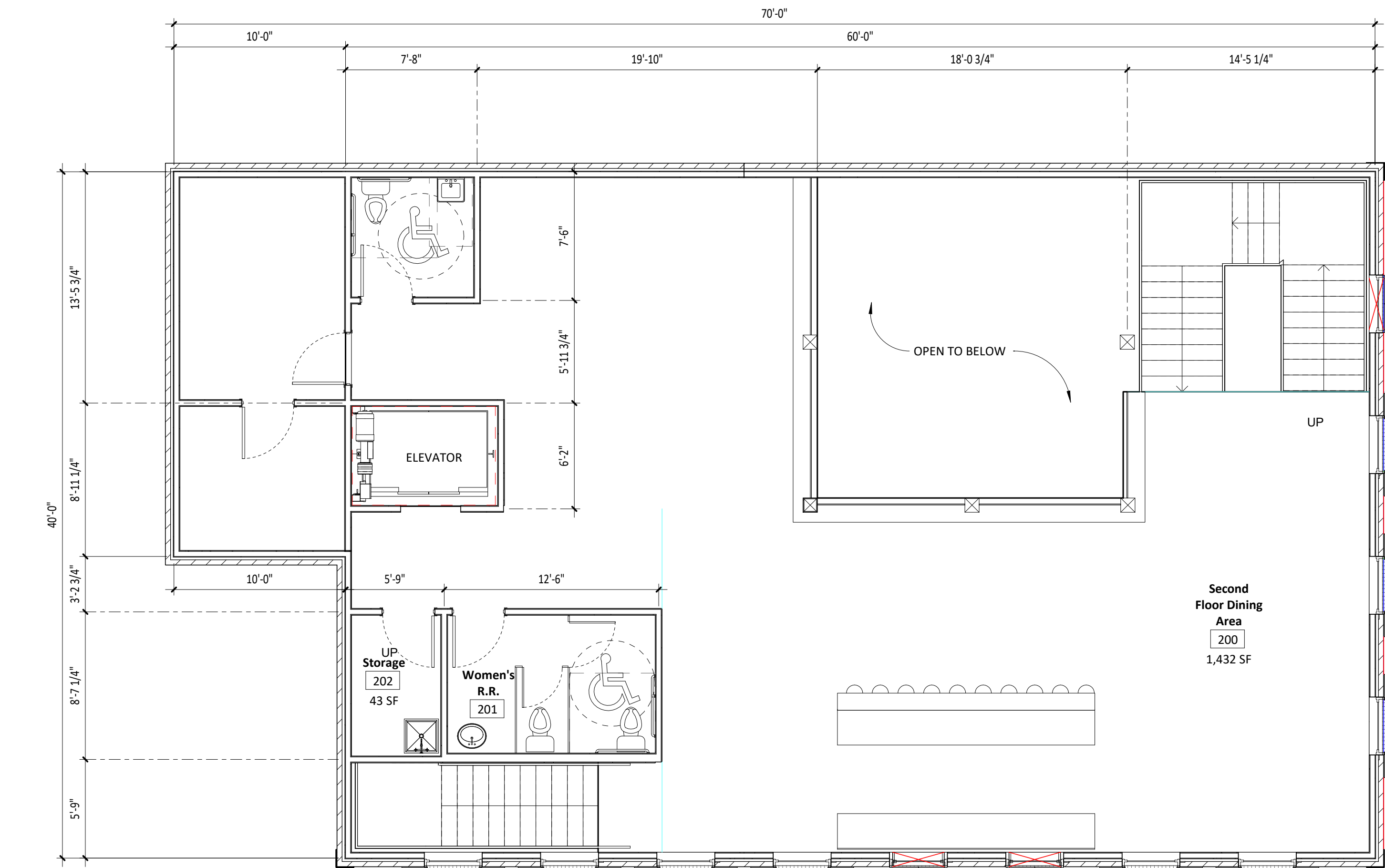
SILO SQUARE LOT - II

live • work • play

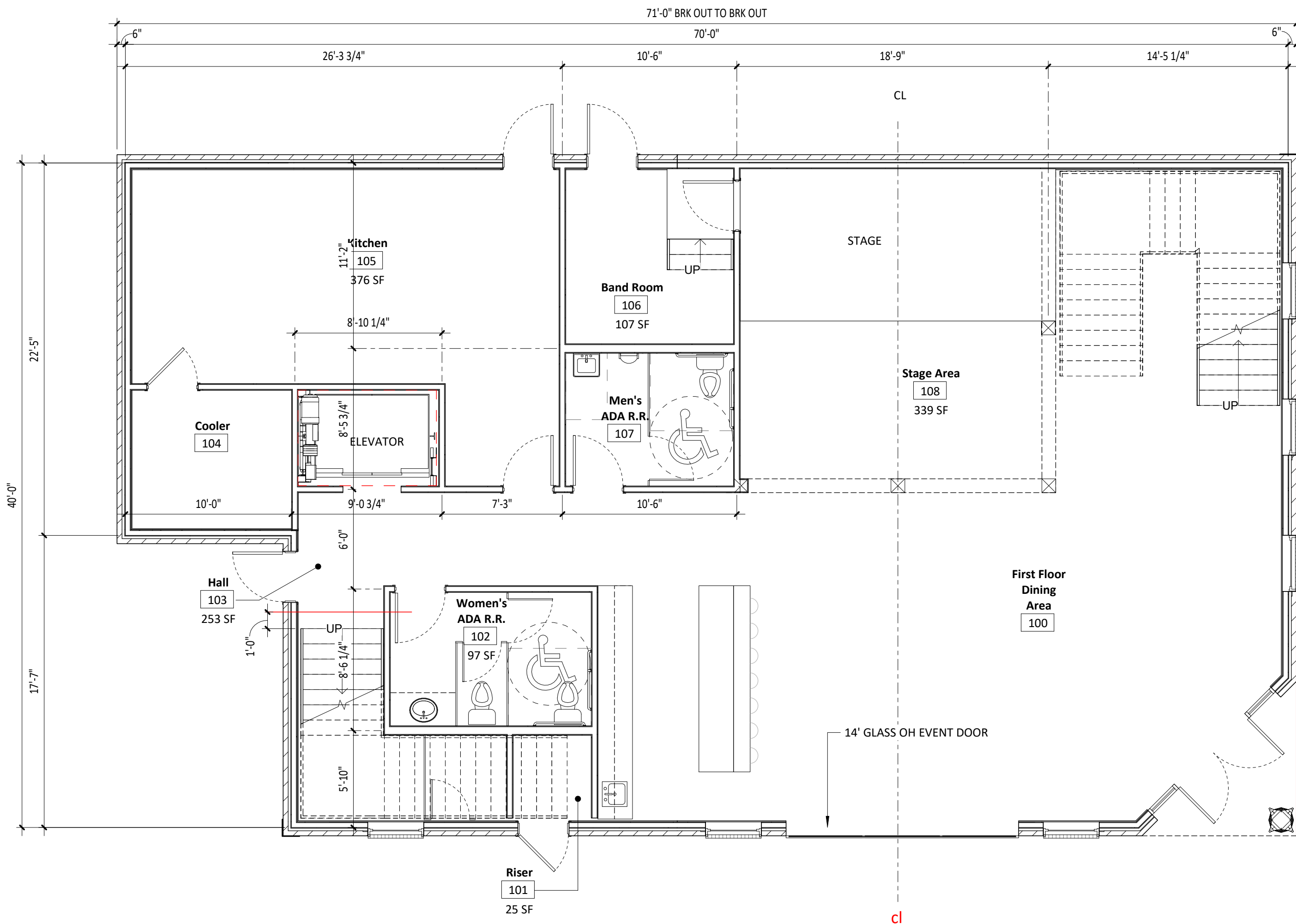
SOUTHAVEN, MS

Urban
ARCH
associates, pc

Plot Date & Time: 1/5/2022 3:20:05 PM



3D 2nd Floor - Schematic Plan
Scale: 3/16" = 1'-0"

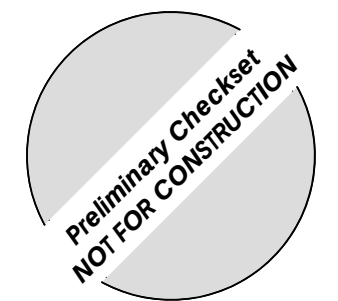


1D 1st Floor - Schematic Plan
Scale: 3/16" = 1'-0"



architectural
& energy
resources for
construction

Douglas W. Thornton, AIA
342 West Valley Street
Hernando, MS 38632
p 662.298.0057
f 662.298.0061
www.AERCpllc.com



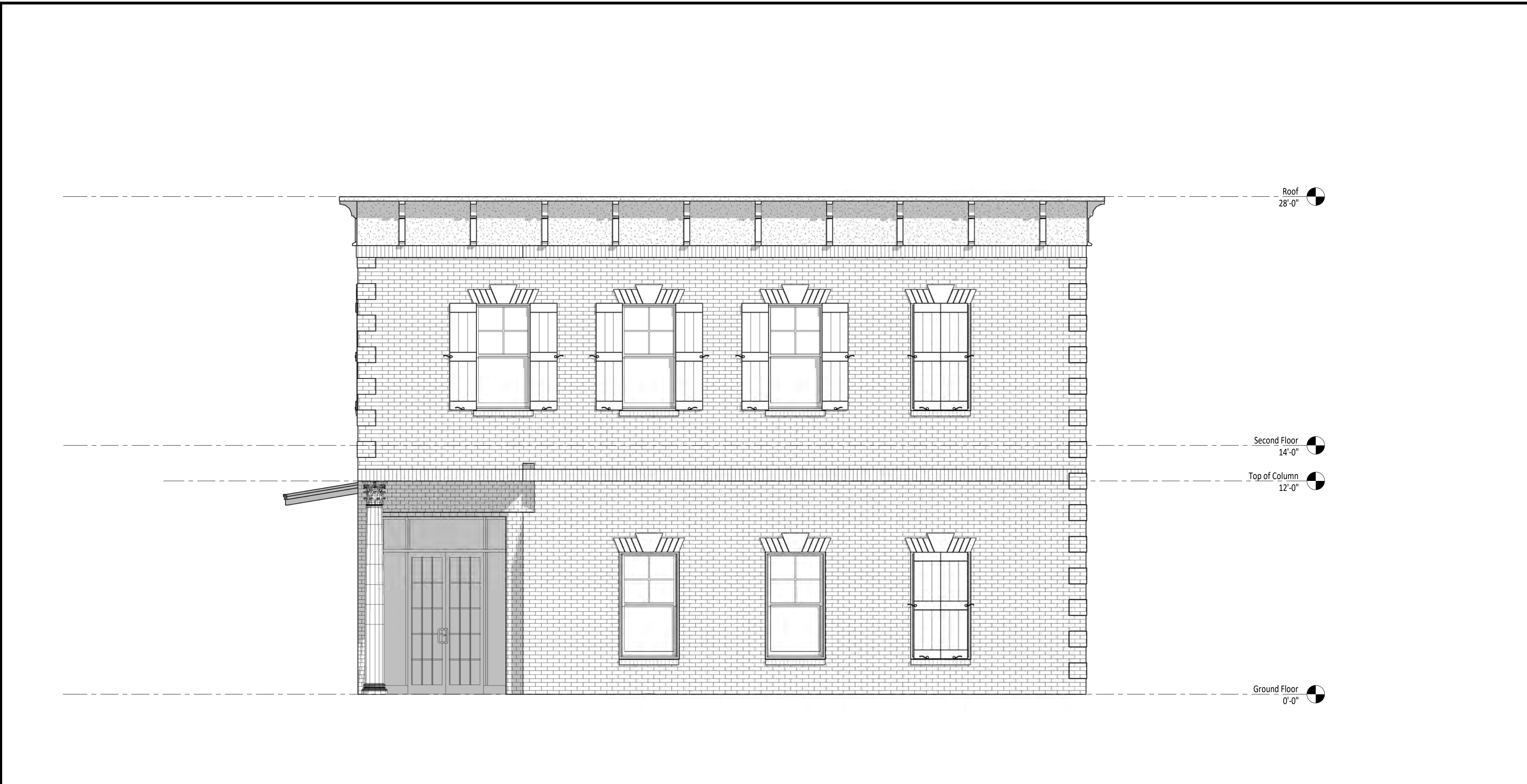
Silo - Restaurant Bldg
Lifestyle Homes, LLC
Southaven MS

Project No.: 21115
Date: 07.26.2021
Drawn by: JH
Checked by: DWT

REVISIONS

SCHEMATIC
DESIGN

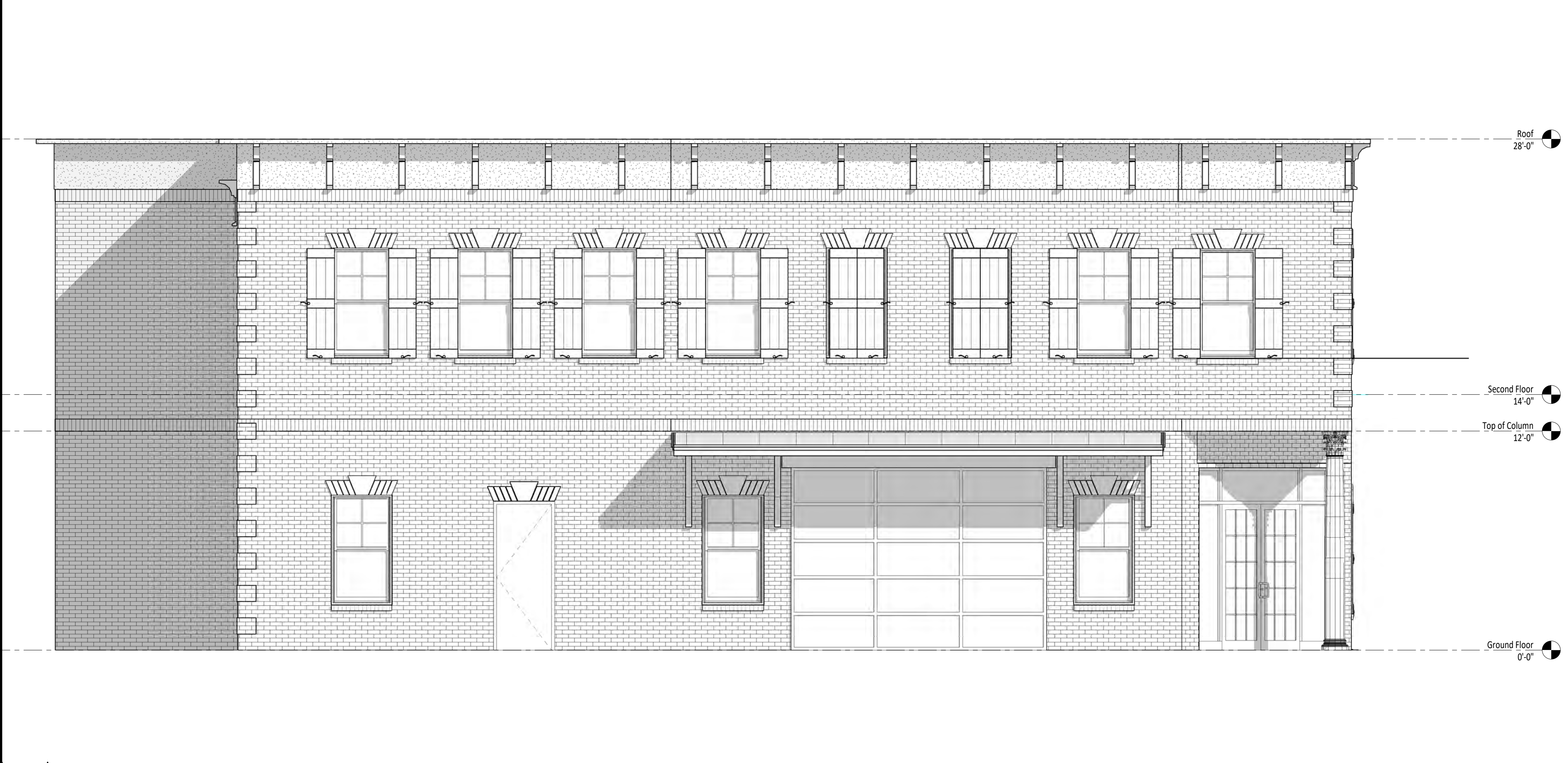
SD100
Schematic Plan



3E Schematic Elevation - Front
Scale: 1/4" = 1'-0"



3A Schematic 3D View
Scale:

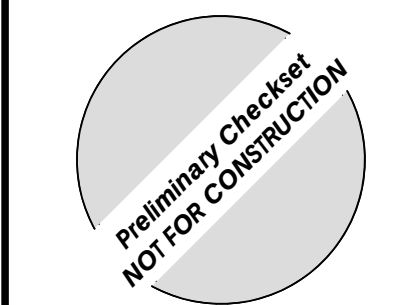


1E Schematic Elevation - Side
Scale: 1/4" = 1'-0"



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Silo - Restaurant Bldg
Lifestyle Homes, LLC
Southaven MS

Project No.: 21115
Date: 07.26.2021
Drawn by: Author
Checked by: Checker

REVISIONS

SCHEMATIC
DESIGN
SD101
Schematic
Elevations



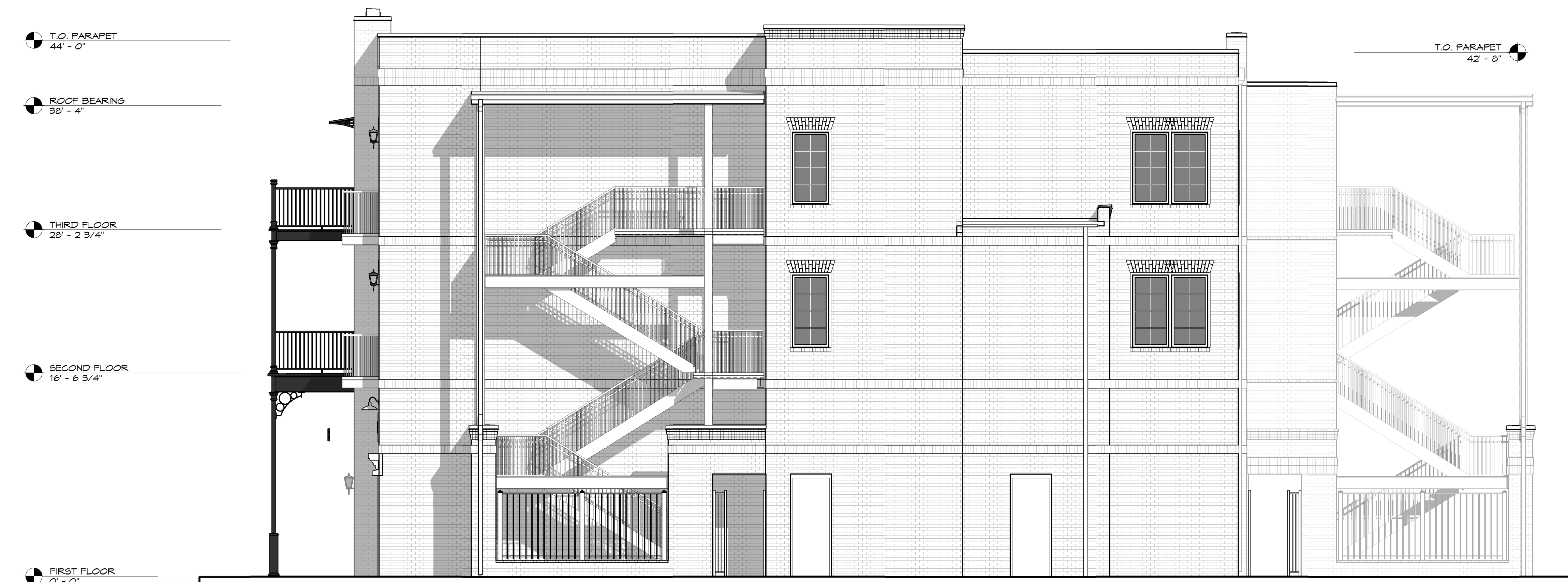
1 EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



1 WEST ELEVATION
SCALE: 3/16" = 1'-0"



2 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

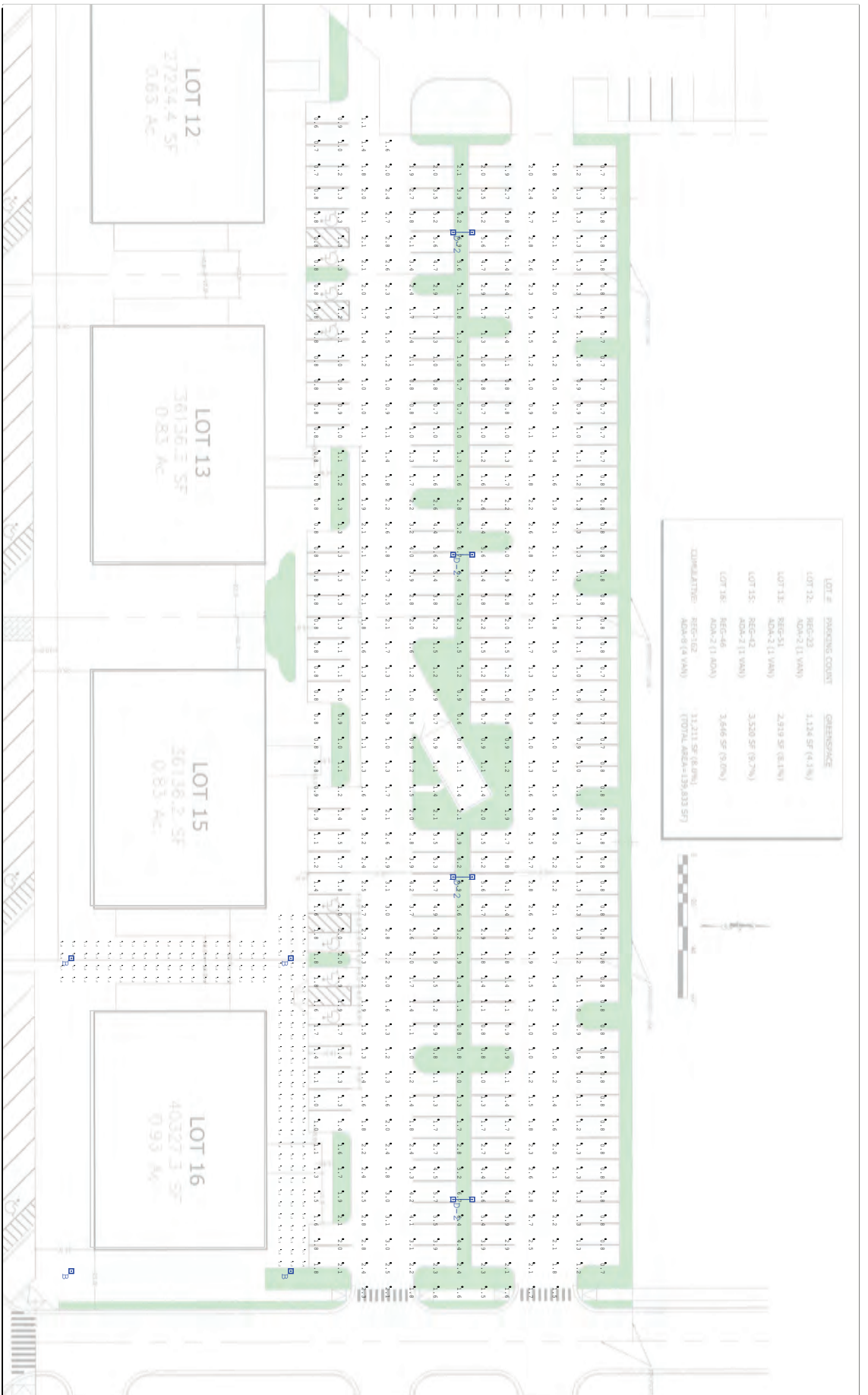


SILO SQUARE LOT - 12

live • work • play

SOUTHAVEN, MS

Urban
ARCH
associates, pc



Luminaire Schedule					
Symbol	Qty	Label	Lum. Lumens	LLF	Description
	4	B	11023	1.000	LEX2-88W3K-Type V-Spun Top MH 15'
	4	D-2	17143	1.000	MRM-LED-18L-SIL-FT-30-70CRI MH 25'

Calculation Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
Alley 15-16	1.05	1.5	0.5	2.10	3.00
N Parking Lot 12-16	1.87	6.9	0.6	3.12	11.50
Sidewalk	1.25	1.7	0.8	1.56	2.13

SILO SQUARE LOT 12-16 NORTH PARKING R3 LSI & PEMCO

12.

Temeki Boyce,
Citizen

13.

Mayor's Report

Personnel Docket

February 1, 2022

New Hires	Department	Position Title	Start Date	Rate of Pay
**Matthew Stanford	Fire	Paramedic	TBD	\$19.45
**			TBD	
**			TBD	

*pending 1 pre-emp screening

** pending 2 pre-emp screenings

Re-Hires	Department	Position Title	Start Date	Rate of Pay
Noah Gascon	Parks	PT Front Desk	02/01/2022	\$9.50

Pay Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Police				
Brent Vickers	Major	Deputy Chief of Police	1/31/2022	\$94,500.00
Seth Kern	Captain	Major	1/31/2022	\$39.11
Bryan Rosenberg	Lieutenant	Captain	1/31/2022	\$32.92
M. Chase Joiner	Sergeant	Lieutenant	1/31/2022	\$30.64
Jacob Cooke	Sergeant	Lieutenant	1/31/2022	\$30.64
Justin Robinson	Patrol Officer 4	Sergeant	1/31/2022	\$26.88
Tarah Crum	Patrol Officer 4	Sergeant	1/31/2022	\$26.88
William Kjellin	Patrol Officer 4	Sergeant	1/3/2022	\$26.88
Scottie Montgomery	Patrol Officer 3	Patrol Officer 4	1/31/2022	\$25.15

Fire				
Michael Johnson	Fire Inspector I	Fire Inspector II/Investigator	2/7/2022	\$27.92

Stipends	Type of Stipend	Effective Date	Yearly Amount
Police			
Fire			
Steven W. Cossey	EMT	2/2/2022	\$600.00
Malena Alderman	Honor Guard	2/7/2022	\$600.00
Allan Cunningham	Honor Guard	2/2/2022	\$600.00

Eric Davis	Honor Guard	2/2/2022	\$600.00
John Haynes	Honor Guard	2/2/2022	\$600.00
Chris Johnson	Honor Guard	2/2/2022	\$600.00
Kevin Smith	Honor Guard	2/2/2022	\$600.00
Adam Stone	Honor Guard	2/2/2022	\$600.00
Craig Woodard	Honor Guard	2/2/2022	\$600.00

Resignations/Terminations	Department	Current Position Title	Effective Date	Rate of Pay
Mark Little	Police	Deputy Chief of Police	2/1/2022	\$94,500.00
Alyssa Harville	Parks	PT Front Desk	1/21/2022	\$7.47
Cody Edwards	Fire	Firefighter II	2/13/2022	\$16.76
Jeremy Delaney	Police	Sergeant	1/31/2022	\$26.88
Carly McBride	Parks	Greenbrook Indoor Supervisor	1/23/2022	\$9.53

Not Hired	Department	Current Position Title	Effective Date	Rate of Pay
Daniel Cooper	Utility	Sewer Tech	1/28/2022	\$14.00

Pay Adjustments	Classification	Effective Date	Previous Rate of Pay	Proposed Rate of Pay
<i>Parks & Parks Tournaments</i>				
Larry H Cole	P/T GOLF COURSE CLERK	1/31/2022	\$9.58	\$11.00
Tylan T Cole	Greenbrook Indoor Supervisor	1/31/2022	\$8.50	\$10.75
Noah Gascon	PT FRONT DESK	1/31/2022	\$7.47	\$9.50
Seth Gascon	PT FRONT DESK	1/31/2022	\$7.47	\$9.50
Aidan Glover	PT FRONT DESK	1/31/2022	\$7.25	\$9.50
Murry Hayes	PT PARKS LABORER	1/31/2022	\$7.81	\$9.50
Tamyra Higgenbottom	Parks Front Desk	1/31/2022	\$7.44	\$9.50
Parker R. Jones	Turf Tech	1/31/2022	\$7.47	\$9.50
Jackson McBride	PT FRONT DESK	1/31/2022	\$7.44	\$9.50
Marli Ann Reynolds	Tennis Concessions	1/31/2022	\$8.24	\$10.25
Selena Rhea	PT FRONT DESK	1/31/2022	\$7.47	\$9.50
William Shell	PT FRONT DESK	1/31/2022	\$7.47	\$9.50
Ashlynn Toney	PT FRONT DESK	1/31/2022	\$7.47	\$9.50
Gary Willoughby	PT Goif	1/31/2022	\$9.68	\$11.50
Martha Alexander	TOURN GATES	1/31/2022	\$7.50	\$9.75
Lauren Allen	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Samuel Anderson	Head Supervisor	1/31/2022	\$9.00	\$11.25
Zachary Armstrong	Head Supervisor - Snowden	1/31/2022	\$9.00	\$11.25

Samuel Arton	GROUND'S CREW	1/31/2022	\$7.25	\$9.50
Whitney Bailey	Cook	1/31/2022	\$8.00	\$10.25
Lauren Ballard	TOURN GATES	1/31/2022	\$7.50	\$9.75
Esther Barulli	GIFT SHOP	1/31/2022	\$7.25	\$9.50
Addison Bentley	TOURN GATES	1/31/2022	\$7.50	\$9.75
Madison Bloodworth	Head Supervisor	1/31/2022	\$9.00	\$11.25
Natalie Bloodworth	CASH CONTROL	1/31/2022	\$10.00	\$12.25
Josie Brown	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Chad Burdette	TOURN GATES	1/31/2022	\$7.50	\$9.75
Hunter Church	Tennis Cashier	1/31/2022	\$8.00	\$10.25
Kagan Church	Tennis Concessions	1/31/2022	\$8.00	\$10.25
Henry Clark	GROUND'S CREW	1/31/2022	\$7.25	\$9.50
Garrett Coleman	GROUND'S CREW	1/31/2022	\$7.25	\$9.50
Benjamin Cope	TOURN GATES	1/31/2022	\$7.50	\$9.75
Morgan Davis	Tennis Cashier	1/31/2022	\$8.00	\$10.25
Peter Diehl Jr.	TOURN GATES	1/31/2022	\$7.50	\$9.75
David Earnest	GROUND'S CREW	1/31/2022	\$7.25	\$9.50
John Eason	Cook	1/31/2022	\$8.00	\$10.25
Auna Faulkner	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Lauryn Ferguson	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Loren Foreman	Head Supervisor	1/31/2022	\$9.00	\$11.25
Gage Fulwood	Head Supervisor	1/31/2022	\$9.00	\$11.25
Roberto Garza	GROUND'S CREW	1/31/2022	\$7.25	\$9.50
Madison Griffin	GIFT SHOP	1/31/2022	\$7.25	\$9.50
Jana Harford	GIFT SHOP	1/31/2022	\$7.25	\$9.50
Samantha Harwood	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Kennedy Holliday	SUPERVISOR CONCESSION TOURN	1/31/2022	\$8.00	\$10.25
Jessica Jaimes-Ramon	TOURN GATES	1/31/2022	\$8.00	\$9.75
Tennesson Jordan	Cook	1/31/2022	\$8.00	\$10.25
Michelle Magnifico	CASH CONTROL	1/31/2022	\$10.00	\$12.25
Grace Mayfield	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Jacob McAfee	GROUND'S CREW	1/31/2022	\$7.25	\$9.50
Alexis McAfee	TOURN GATES	1/31/2022	\$7.50	\$9.75
Susan Miller	GIFT SHOP	1/31/2022	\$13.00	\$15.25
Nicole Moslow	TOURN GATES	1/31/2022	\$7.50	\$9.75
Lura Newsom	CASH CONTROL	1/31/2022	\$10.00	\$12.25
Andrew Norton	Head Cook	1/31/2022	\$9.00	\$11.25

Andrew O'Neal	Tennis Cashier	1/31/2022	\$8.00	\$10.25
Erin Page	Tennis Cashier	1/31/2022	\$10.00	\$10.25
Brayden Parrish	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Abby Peacock	Tennis Cashier	1/31/2022	\$8.00	\$10.25
Taylor Pegram	SUPERVISOR CONCESSION TOURN	1/31/2022	\$8.00	\$10.25
Cade Pegram	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Jacob Pegram	Cook	1/31/2022	\$8.00	\$10.25
Lincoln Perry	Cook	1/31/2022	\$8.00	\$10.25
Leslie Pettigrew	TOURN GATES	1/31/2022	\$7.50	\$9.75
Oscar Rabuco	Tennis Cashier	1/31/2022	\$8.00	\$10.25
Kevin Rico	TOURN GATES	1/31/2022	\$7.50	\$9.75
Arleda Sawe	CASH CONTROL	1/31/2022	\$10.00	\$12.25
Emily Schreck	Head Supervisor	1/31/2022	\$8.00	\$10.25
Eva Shea	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Shelby Shelton	GIFT SHOP	1/31/2022	\$7.25	\$9.50
Noah Simpson	Cook	1/31/2022	\$8.00	\$10.25
Connie Sockwell	CASH CONTROL	1/31/2022	\$12.00	\$12.25
Andrew Stewart	GROUND CREW	1/31/2022	\$7.25	\$9.50
Gene Sumners	TOURN GATES	1/31/2022	\$7.50	\$9.75
Thomas Swazer	GROUND CREW/Custodian	1/31/2022	\$10.00	\$12.25
Audrey Tabor	GIFT SHOP	1/31/2022	\$7.25	\$9.50
Kayle Turner	GIFT SHOP	1/31/2022	\$7.25	\$9.50
Amber Vines	Cook Trainer	1/31/2022	\$9.00	\$11.25
Venessia Darby Ward	GROUND CREW/Custodian	1/31/2022	\$10.00	\$12.25
Nathan Watts	GROUND CREW	1/31/2022	\$7.25	\$9.50
Jordan Webb	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Madison White	GIFT SHOP	1/31/2022	\$7.25	\$9.50
Jackson Whittington	Cook	1/31/2022	\$8.00	\$10.25
Shelby Wilson	Tournament Tennis Supervisor	1/31/2022	\$8.00	\$10.25
Lundyn Wilson	GIFT SHOP	1/31/2022	\$7.25	\$9.50
Christopher Wise	Head Supervisor - Snowden	1/31/2022	\$10.00	\$12.25
Taniya Young	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Karen Brown	CASH CONTROL	1/31/2022	\$10.00	\$12.25
Delores Clayton	CASH CONTROL	1/31/2022	\$10.00	\$12.25
Lily McCleveland	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
India Day	GIFT SHOP	1/31/2022	\$7.25	\$9.50

Ashley Diehl	TOURN GATES	1/31/2022	\$9.00	\$9.75
Kay Diehl	CASH CONTROL SUPERVISOR	1/31/2022	\$14.00	\$16.25
Lauren Hardy	Head Supervisor	1/31/2022	\$8.00	\$10.25
Lena Hardy	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50
Caden Hubbard	GROUND CREW	1/31/2022	\$7.25	\$9.50
Veena Kapoor	TOURN GATES	1/31/2022	\$8.00	\$9.75
Lori Shelton	GIFT SHOP	1/31/2022	\$9.00	\$11.25
Chris Van Tuyl	TOURN DATA ENTRY	1/31/2022	\$10.00	\$12.25
Alyssa Norris	TOURN CONCESSION	1/31/2022	\$7.25	\$9.50

Resignations/Terminations	Current Position Title	Effective Date	Rate of Pay
Parks Tournaments			
Lauren C Treglown	Gates	1/28/2022	\$7.50
Sarah Eason	Concession Supervisor	1/28/2022	\$8.00
Stephanie Branson Hill	Data Entry	1/28/2022	\$10.00

15.

City Attorney's Legal Update

The addresses below experienced unforeseen circumstances in their utilities for which no benefit was received.

NAME	HOUSE #	STREET	ADJUSTED AMOUNT	REASON FOR LEAK ADJUSTMENT
ANNIE JACKSON	5665	KAYLA DRIVE	(258.64)	LEAK ON SERVICE LINE
DARRELL HARDY	45	WOODLAND TRACE S.	(1010.16)	LEAK ON IRRG. LINE
SHEILA WILKES	2810	FOREST BEND	(38.56)	SERVICE LINE
TEIA ROBERTSON	2149	MISS VALLEY	(122.60)	TOILET LEAK
TARNESHIA FLEMING	3803	RASCO HILLS DRIVE	(68.32)	TOILET LEAK
DENNIS FOWLER	1384	STAUNTON	(126.88)	SHOWER LEAK
MARTIN JOHSTON	3280	CECIL MOORE DRIVE	(219.60)	TUB LEAK
SHELIA MURRY	7425	OVERLOOK DRIVE	(82.96)	TOILET LEAK
SOUTHAVEN HIGH SCHOOL	735	RASCO ROAD	(2270.22)	LEAK ON IRRG SYSTEM
GREG COBB	8340	BOONEVILLE	(141.52)	LEAK ON SERVICE LINE
MARCUS & KIM WILSON	2341	HEATHER RIDGE	(234.24)	TOILET LEAK
WILLIAM LEGGETTE	8713	SMITH RANCH	(83.58)	TOILET LEAK
WILLIE FIGGS	701	LONG ST	(34.16)	TOILET LEAK
JASON FRALEY	7770	GREENBROOK PKSY	(96.33)	POOL ADJUSTMENT
NORRA HARRIS	1611	TICONDEROGA	(370.88)	TOILET LEAK
JENSEN AQUITION	2374	GLOBE CV	(699.20)	TOILET LEAK
		TOTAL	(5857.85)	

DATE 01-28-22



The City of Southaven Docket Recap

February 1, 2022

General Fund	693,186.26
Balance Sheet	110.00
Mayor Admin	2,886.83
Board of Aldermen	-
Arts And Cultural Affairs	9,058.37
Court	6,094.19
Finance & Administration	163.39
Information Technology	7,708.79
City Clerk	11,079.84
Operations Department	1,366.63
Planning & Engineering	20,091.95
Emergency Services	6,610.08
Police	102,343.07
Fire	29,521.27
Fire Prevention	372.48
EMS	30,398.03
Public Works	20,134.62
Streets	80,830.51
Parks	43,939.35
Park Tournaments	15,582.67
Code Enforcement	2,689.13
City Fuel	10,861.91
Expense Accounts	273,448.47
Administrative Expenses	-
Litigation	1,378.00
Liability Insurance	-
Professional Dues	16,516.68
Bond Funded CAP Proj	239,759.75
Tourist & Convention	8,333.33
Debt Service	189,958.25
Utility Fund	2,260,903.66
Sanitation Fund	34,977.00
Payroll Fund	346,505.54
DOCKET TOTAL	3,773,623.79



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-020122

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YEAR/PERIOD: 2022/1 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
0010				GENERAL FUND							
0010	500700			RECREATIONAL FEES							
035102	SHEPARD CALEB	1-24-2022	0	2022	4	INV	A	55.00	C-020122		CONFLICT WITH TEEBA
035102	SHEPARD CALEB	1-24-22	0	2022	4	INV	A	55.00	C-020122		CONFLICT WITH TEEBA
								110.00			
ACCOUNT TOTAL								110.00			
ORG 0010 TOTAL								110.00			
111				MAYOR ADMIN DEPARTMENT							
111	610400			OFFICE SUPPLIES							
007600	OFFICE DEPOT	218142777001	0	2022	4	INV	A	5.98	C-020122		TONER, SANITIZING,
ACCOUNT TOTAL								5.98			
111	626900			TRAVEL & TRAINING							
001339	CREDIT CARD CENTER	1-18-2022	0	2022	4	INV	A	2,716.07	C-020122		TRAINING/SUPPLIES-D
ACCOUNT TOTAL								2,716.07			
ORG 111 TOTAL								2,722.05			
120				ARTS AND CULTURAL AFFAIRS							
120	622100			PROFESSIONAL FEES							
001361	SAM'S CLUB DIRECT	2-08-2022	0	2022	4	INV	A	62.98	C-020122		288 3/SAM'S CLUB DI
004545	FIRST CHOICE CATERIN	4761	0	2022	4	INV	A	2,907.28	C-020122		WESTERN LUNCHEON
004545	FIRST CHOICE CATERIN	4816	0	2022	4	INV	A	3,746.00	C-020122		CHRISTMAS LUNCHEON
								6,653.28			
010525	GORDON LUCIA	183-2021	0	2022	4	INV	A	340.00	C-020122		YOGA INST. (NOV. 29
010525	GORDON LUCIA	184-2021	0	2022	4	INV	A	320.00	C-020122		YOGA INST.-DEC. 13,
								660.00			
013302	MCMULLIN GLORIA	1-22	0	2022	4	INV	A	240.00	C-020122		LINE DANCE CLASS (J
015915	WISEMAN CYNTHIA	1-13-2022	0	2022	4	INV	A	270.00	C-020122		AEROBICS INSTR. (JA
017200	SMITH JOYCE W	1-21-2022	0	2022	4	INV	A	90.00	C-020122		YOGA INSTR. (JAN. 1
017200	SMITH JOYCE W	107-22	0	2022	4	INV	A	90.00	C-020122		YOGA INST. (JAN. 3,
017200	SMITH JOYCE W	114-22	0	2022	4	INV	A	60.00	C-020122		YOGA INSTR (JAN. 11
								240.00			
021019	CAIN LINDA A	523-22	0	2022	4	INV	A	60.00	C-020122		LINE DANCE INSTR. (
021019	CAIN LINDA A	524-22	0	2022	4	INV	A	60.00	C-020122		LINE DANCE INST. (J
								120.00			



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-020122

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YEAR/PERIOD: 2022/1 TO 2022/5		INVOICE		PO		YEAR/PR TYP S		WARRANT		CHECK	DESCRIPTION
ACCOUNT/VENDOR											
021615 4IMPRINT, INC		9513892		0		2022 4 INV A		782.11 C-020122			FOREVER YOUNG SUPPL
034218 SMITH DEBORAH E		11322		0		2022 4 INV A		30.00 C-020122			YOGA CLASS (JANUARY
ACCOUNT TOTAL								9,058.37			
ORG 120				TOTAL				9,058.37			
125 COURT DEPARTMENT											
125 621500 COURT BOND REFUND											
035087 HONORABLE JABRIAR		1-18-2022		0		2022 4 INV A		41.00 C-020122			CASH BOND REFUND
035091 PATEL NILESH B		1-19-2022		0		2022 4 INV A		35.00 C-020122			CASH BOND REFUND
035092 ALDRIDGE GWENNESHA L		1-19-2022		0		2022 4 INV A		150.00 C-020122			CASH BOND REFUND
035093 CULVER JULIA C		1-19-2022		0		2022 4 INV A		150.00 C-020122			CASH BOND REFUND
035094 GOMEZ-BAQUERO C		1-19-2022		0		2022 4 INV A		150.00 C-020122			CASH BOND REFUND
035108 NORTON TAYLOR L		1-26-2022		0		2022 4 INV A		150.00 C-020122			CASH BOND REFUND
035109 HADDIX RAY		1-26-2022		0		2022 4 INV A		150.00 C-020122			CASH BOND REFUND
035110 MAXWELL HANNAH K		1-26-2022		0		2022 4 INV A		200.00 C-020122			CASH BOND REFUND
ACCOUNT TOTAL								1,026.00			
125 621505 COURT SUPPLIES											
000952 TYLER TECHNOLOGIES		25-364302		0		2022 4 INV A		3,500.00 C-020122			ONLINE COURT RECORD
004230 THOMSON REUTERS-WEST		845708390		0		2022 4 INV A		368.00 C-020122			WEST CRIMINAL LAW &
007600 OFFICE DEPOT		214796605001		0		2022 4 INV A		83.01 C-020122			TONER
014117 MADISON SIGNS LLC		15536		0		2022 4 INV A		155.00 C-020122			COURT BUSINESS CARD
029120 YOUNG LEASING CO		INV4606357		0		2022 4 INV A		40.02 C-020122			#AAA14356 & AAA1435
ACCOUNT TOTAL								4,146.03			
125 622100 PROFESSIONAL SERVICES											
021430 HOLLOWELL WAYNE		1-26-2022		0		2022 4 INV A		200.00 C-020122			SPECIAL JUDGE - JAN
033114 DALTON MATTHEW G		1-26-2022		0		2022 4 INV A		200.00 C-020122			SPECIAL PUBLIC DEFE
033399 MOORE ADRIENNE S		1-21-2022		0		2022 4 INV A		200.00 C-020122			SPECIAL PROSECUTOR
033399 MOORE ADRIENNE S		1-26-2022		0		2022 4 INV A		200.00 C-020122			SPECIAL PROSECUTOR
								400.00			



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-020122

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YEAR/PERIOD: 2022/1 TO 2022/5			ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										800.00		
ORG 125 TOTAL										5,972.03		
150			INFORMATION TECHNOLOGY									
150	610400			OFFICE SUPPLIES								
	022719	UMB CARD SERVICES	1-3-2022	0	2022	4	INV	A	110.98	C-020122		UMB CREDIT CARD PAY
ACCOUNT TOTAL										110.98		
150	610500			COMPUTERS								
	000739	CDW LLC	R283064	0	2022	4	INV	A	46.38	C-020122		ADOBE FOR PD - MABR
	000915	HOME DEPOT CREDIT SE	5511284	0	2022	4	INV	A	2.98	C-020122		#9482 - SUPPLIES FO
	013650	BATTERIES PLUS	P41900241	0	2022	4	INV	A	29.14	C-020122		BATTERY BACKUP
	019694	MID-SOUTH TELECOM	71394	0	2022	4	INV	A	65.00	C-020122		PHONE REPAIR - IT
	022719	UMB CARD SERVICES	1-3-2022	0	2022	4	INV	A	4,373.29	C-020122		UMB CREDIT CARD PAY
	023276	NEWEGG BUSINESS INC	1303666385	0	2022	4	INV	A	594.90	C-020122		POWER RACK FOR PD S
	023852	SECURITY EQUIPMENT S	P33751	0	2022	4	INV	A	802.18	C-020122		BOARDROOM CAMERA SU
	024507	MONOPRICE INC	22322184	0	2022	4	INV	A	54.31	C-020122		SPEAKER WIRE BOARD
	024507	MONOPRICE INC	22326856	0	2022	4	INV	A	101.53	C-020122		CABLES FOR BOARD RO
	024507	MONOPRICE INC	22328996	0	2022	4	INV	A	61.64	C-020122		TV MOUNT FOR HR
										217.48		
	026785	BEST BUY	5848402	0	2022	4	INV	A	499.99	C-020122		PRINTER FOR HR
ACCOUNT TOTAL										6,631.34		
150	614000			GASOLINE/OIL								
	006919	FUELMAN	NP61449105	0	2022	4	INV	A	95.43	C-020122		#BG2241616 - IT FUE
	006919	FUELMAN	NP61470651	0	2022	4	INV	A	40.01	C-020122		#BG2241616 - IT FUE
										135.44		
ACCOUNT TOTAL										135.44		
150	625700			TELEPHONE/POSTAGE								
	001137	FEDEX	7-626-85510	0	2022	4	INV	A	57.29	C-020122		SHIPPING FOR RETURN
ACCOUNT TOTAL										57.29		
ORG 150 TOTAL										6,935.05		



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-020122

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
155	610400	CITY CLERK							
155	007600	OFFICE DEPOT	212720345001	0	2022	4 INV A	1.56	C-020122	RULER/EVIDENCE BAGS
	007600	OFFICE DEPOT	213522661001	0	2022	4 INV A	9.40	C-020122	SHEET PROTECTORS &
	007600	OFFICE DEPOT	216872572001	0	2022	4 INV A	31.10	C-020122	LYSOL
	007600	OFFICE DEPOT	218142777001	0	2022	4 INV A	111.08	C-020122	TONER, SANITIZING,
							153.14		
	022719	UMB CARD SERVICES	3-28-2022	0	2022	4 INV A	7.95	C-020122	UMB CREDIT CARD PAY
	026785	BEST BUY	5842055	0	2022	4 INV A	319.98	C-020122	27" ACER MONITORS (
		ACCOUNT TOTAL					481.07		
155	610401	OFFICE SUPPLY-INVENTORY							
	007600	OFFICE DEPOT	212720345001	0	2022	4 INV A	62.24	C-020122	RULER/EVIDENCE BAGS
	007600	OFFICE DEPOT	213522661001	0	2022	4 INV A	83.73	C-020122	SHEET PROTECTORS &
	007600	OFFICE DEPOT	216832334001	0	2022	4 INV A	49.93	C-020122	BATTERIES, FEBREZE
							195.90		
	020731	TYLER BUSINESS FORMS	68056	0	2022	4 INV A	283.35	C-020122	BLANK P/S 1099 3 UP
	030629	AMAZON CAPITAL	1JNW3KQWYJY	0	2022	4 INV A	28.01	C-020122	#ANKP067K88KPB - PA
		ACCOUNT TOTAL					507.26		
155	614000	GASOLINE/OIL							
	021382	PETTY CASH	1-24-2022	0	2022	4 INV A	34.01	C-020122	CITY CLERK PETY CAS
		ACCOUNT TOTAL					34.01		
155	622100	PROFESSIONAL SERVICES							
	000915	HOME DEPOT CREDIT SE	FCH-007525780	0	2022	4 INV A	20.00	C-020122	#9182 - LATE FEE CH
	000915	HOME DEPOT CREDIT SE	FCH-007545416	0	2022	4 INV A	35.00	C-020122	#9482 - LATE FEE CH
	000915	HOME DEPOT CREDIT SE	FCH-007567422	0	2022	4 INV A	34.30	C-020122	#9482 - LATE FEE CH
							89.30		
		ACCOUNT TOTAL					89.30		
155	625700	TELEPHONE & POSTAGE							
	024172	CMRS-FP #10600061097	1-24-2022	0	2022	4 INV A	1,500.00	C-020122	106000610977 - POST
		ACCOUNT TOTAL					1,500.00		
155	626100	ADVERTISING							
	001185	DESOTO TIMES-TRIBUNE	300149735	0	2022	4 INV A	5,140.48	C-020122	NOTICE OF INTENT GE
	001185	DESOTO TIMES-TRIBUNE	300149751	0	2022	4 INV A	14.30	C-020122	PLANNING CUP 35 GOO
	001185	DESOTO TIMES-TRIBUNE	300149788	0	2022	4 INV A	68.44	C-020122	NTB - STARLANDING W



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YEAR/PERIOD: 2022/1 TO 2022/5		INVOICE		PO		YEAR/PR TYP S		WARRANT		CHECK	DESCRIPTION
001185	DESOTO TIMES-TRIBUNE	300149789		0		2022	4 INV A	107.32	C-020122		NTB PD UNIFORMS
								5,330.54			
							ACCOUNT TOTAL	5,330.54			
155	626900						TRAVEL & TRAINING				
001339	CREDIT CARD CENTER	1-18-2022		0		2022	4 INV A	845.73	C-020122		TRAINING/SUPPLIES-D
							ACCOUNT TOTAL	845.73			
							ORG 155 TOTAL	8,787.91			
160							BUILDING DEPARTMENT				
160	611000						MATERIALS				
022719	UMB CARD SERVICES	3-28-2022		0		2022	4 INV A	216.25	C-020122		UMB CREDIT CARD PAY
028212	UNITED REFRIGERATION	82368789		0		2022	4 INV A	70.18	C-020122		MAT. - ICP TRANS
028212	UNITED REFRIGERATION	82655177		0		2022	4 INV A	37.39	C-020122		MAT. - 6" METAL RO
028212	UNITED REFRIGERATION	82712532		0		2022	4 INV A	38.23	C-020122		MAT.
								145.80			
030629	AMAZON CAPITAL	1JNW3KQXDCY		0		2022	4 INV A	1,004.58	C-020122		#ANKP067K88KPB-ELKA
							ACCOUNT TOTAL	1,366.63			
							ORG 160 TOTAL	1,366.63			
180							PLANNING / ENGINEERING DEPT				
180	611300						MOTOR VEH REPAIRS/MAINT				
001962	IDEAL TIRE SALES	477232		0		2022	4 INV A	249.95	C-020122		CODE ENF. TIRE REPL
							ACCOUNT TOTAL	249.95			
180	622100						PROFESSIONAL FEES				
001160	NEEL-SCHAFFER INC	1077414		0		2022	4 INV A	3,020.75	C-020122		D/C STRM WTR IMPL M
018221	CIVIL-LINK, LLC	75669		0		2022	4 INV A	15,000.00	C-020122		MUNICIPAL STAFFING
021382	PETTY CASH	1-24-2022		0		2022	4 INV A	8.00	C-020122		CITY CLERK PETY CAS
							ACCOUNT TOTAL	18,028.75			
180	625700						TELEPHONE/POSTAGE				
021382	PETTY CASH	1-24-2022		0		2022	4 INV A	29.38	C-020122		CITY CLERK PETY CAS
							ACCOUNT TOTAL	29.38			
180	626900						TRAVEL & TRAINING				
019577	BUILDING OFFICIALS	1-24-2022		0		2022	4 INV A	400.00	C-020122		2022 MEMBERSHIP BUI



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YEAR/PERIOD: 2022/1 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
022633	NWMCEA			1-24-2022	0	2022	4 INV A	400.00	C-020122	2022 MEMBERSHIP FEE
ACCOUNT TOTAL								800.00		
ORG 180 TOTAL								19,108.08		
211	POLICE DEPARTMENT									
211	610100	CLEANING SUPPLIES								
007823	AMERICAN PAPER & TWI	4204067	0	2022	4 INV A	45.73	C-020122			DIAL HAND SOAP REFI
ACCOUNT TOTAL								45.73		
211	610400	OFFICE SUPPLIES								
001361	SAM'S CLUB DIRECT	2-08-2022	0	2022	4 INV A	316.80	C-020122			288 3/SAM'S CLUB DI
024868	CUMMINS ANDREW	1-14-2022	0	2022	4 INV A	102.26	C-020122			REIMBURSEMENT FOR S
ACCOUNT TOTAL								419.06		
211	611000	MATERIALS								
000544	PRECISION DELTA CORP	22278	22000016	2022	4 INV A	19,250.00	C-020122			SPD AMMO ORDER FOR
013650	BATTERIES PLUS	P45134579	0	2022	4 INV A	24.36	C-020122			TRAFFIC
ACCOUNT TOTAL								19,274.36		
211	611300	MAINTENANCE VEHICLES								
000543	COMSERV SERVICES	732004215	0	2022	4 INV A	1,270.00	C-020122			PARTS FOR CHARGER
000691	NORTH MISSISSIPPI TI	60607	0	2022	4 INV A	923.44	C-020122			SHOP PARTS - 8 TIRE
000691	NORTH MISSISSIPPI TI	60610	0	2022	4 INV A	1,023.52	C-020122			SHOP PARTS - 8 TIRE
000691	NORTH MISSISSIPPI TI	60611	0	2022	4 INV A	539.88	C-020122			SHOP PARTS - 4 TIRE
								2,486.84		
000883	AMERICAN TIRE REPAIR	156541	0	2022	4 INV A	25.00	C-020122			FLAT REPAIR
001114	UNION AUTO PARTS	2239931	0	2022	4 CRM A	-48.00	C-020122			CREDIT - CORE RETUR
001114	UNION AUTO PARTS	2240432	0	2022	4 INV A	82.86	C-020122			AIR FILTER
001114	UNION AUTO PARTS	2240936	0	2022	4 INV A	116.79	C-020122			3203 BRAKES
001114	UNION AUTO PARTS	2241205	0	2022	4 INV A	5.98	C-020122			WIPER BLADES
001114	UNION AUTO PARTS	2241209	0	2022	4 CRM A	-75.00	C-020122			CREDIT - CORE RETUR
001114	UNION AUTO PARTS	2243276	0	2022	4 INV A	238.77	C-020122			3111 SPARK PLUG
001114	UNION AUTO PARTS	2244316	0	2022	4 INV A	70.92	C-020122			SHOP PARTS - FILTER
001114	UNION AUTO PARTS	2244401	0	2022	4 INV A	53.52	C-020122			3158 BRAKE PADS
001114	UNION AUTO PARTS	2244838	0	2022	4 INV A	99.11	C-020122			SHOP PARTS
001114	UNION AUTO PARTS	2245771	0	2022	4 INV A	19.30	C-020122			3113 CAPSULE
001114	UNION AUTO PARTS	2245780	0	2022	4 INV A	151.92	C-020122			SHOP PARTS - BULB,
001114	UNION AUTO PARTS	2246582	0	2022	4 INV A	183.41	C-020122			3122 BRAKE PADS
001114	UNION AUTO PARTS	2246587	0	2022	4 INV A	16.58	C-020122			SHOP PARTS - LUBRIC
001114	UNION AUTO PARTS	2246727	0	2022	4 INV A	233.52	C-020122			3122 BATTERY
001114	UNION AUTO PARTS	2246839	0	2022	4 INV A	4.21	C-020122			3121 WHEEL STUD



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	001114 UNION AUTO PARTS	2247142	0	2022	4	INV A	294.76 C-020122		3094 - BELT
	001114 UNION AUTO PARTS	224737	0	2022	4	INV A	47.87 C-020122		SHOP PARTS - THRMOS
	001114 UNION AUTO PARTS	2247552	0	2022	4	INV A	155.88 C-020122		SHOP PARTS - MULTI
	001114 UNION AUTO PARTS	2249094	0	2022	4	INV A	57.90 C-020122		SHOP PARTS - CAPSUL
							1,710.30		
	001150 NAPA GENUINE PARTS C 823086		0	2022	4	INV A	24.58 C-020122		SHOP PARTS - 4 IN 1
	001150 NAPA GENUINE PARTS C 823487		0	2022	4	INV A	26.28 C-020122		SHOP PARTS
	001150 NAPA GENUINE PARTS C 823579		0	2022	4	INV A	28.11 C-020122		SHOP PARTS
							78.97		
	001962 IDEAL TIRE SALES	485055	0	2022	4	INV A	57.00 C-020122		3117 - 3 TIRES
	001962 IDEAL TIRE SALES	499553	0	2022	4	INV A	18.00 C-020122		3167 FLAT TIRE
	001962 IDEAL TIRE SALES	507406	0	2022	4	INV A	18.00 C-020122		3075 - FLAT PATCH
							93.00		
	002352 DEPARTMENT OF REVENUE 1-25-22		0	2022	4	INV A	12.00 C-020122		TAG & MAIL FEE - 20
	006706 LANDERS DODGE	381240	0	2022	4	INV A	73.42 C-020122		3187 SPRING
	007304 O'REILLYS AUTO PARTS 1257-163113		0	2022	4	INV A	13.99 C-020122		3111 WHEEL COVER
	007304 O'REILLYS AUTO PARTS 6399-105871		0	2022	4	INV A	33.61 C-020122		SHOP PARTS - TIRE G
	007304 O'REILLYS AUTO PARTS 6399-105872		0	2022	4	INV A	415.24 C-020122		3142 AC COMPRESSOR
							462.84		
	011610 SOUTHERN THUNDER	164684	0	2022	4	INV A	1,398.00 C-020122		3151 - TRANSMISSION
	011610 SOUTHERN THUNDER	164686	0	2022	4	INV A	93.48 C-020122		MOTOR PARTS
							1,491.48		
	017308 GENTRY GLASS	25851	0	2022	4	INV A	385.00 C-020122		3186 WINDSHIELD
	019700 CHOICE TOWING	69519	0	2022	4	INV A	50.00 C-020122		3155 TOW
	021382 PETTY CASH	1-24-2022	0	2022	4	INV A	40.00 C-020122		CITY CLERK PETY CAS
	029563 LANDERS FORD SOUTH	221274	0	2022	4	INV A	59.57 C-020122		SHOP PARTS - PLATE
	029563 LANDERS FORD SOUTH	221468	0	2022	4	INV A	165.10 C-020122		3155 COVER PLATE
							224.67		
	030039 JAMES AUTO REPAIR & 2302		0	2022	4	INV A	2,125.60 C-020122		3656 - BUMPER
	030039 JAMES AUTO REPAIR & 2308		0	2022	4	INV A	2,200.00 C-020122		3659 - LEFT FENDER
							4,325.60		
	ACCOUNT TOTAL						12,729.12		



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211	612200	MAINTENANCE EQUIPMENT & BUILD								
007600	OFFICE DEPOT	213544469001	22000093	2022	4	INV	A	5,919.96	C-020122	4 SUPERVISOR DESKS
007600	OFFICE DEPOT	218282888001	0	2022	4	CRM	A	-255.99	C-020122	CREDIT IA CABINET
007600	OFFICE DEPOT	218288944001	0	2022	4	INV	A	255.99	C-020122	IA ROSENBERG CABINE
								5,919.96		
ACCOUNT TOTAL								5,919.96		
211	612500	UNIFORMS								
020832	EMERGENCY EQUIPMENT	466210	0	2022	4	INV	A	923.00	C-020122	BUCKLEY, MARTICE -
020832	EMERGENCY EQUIPMENT	466211	0	2022	4	INV	A	923.00	C-020122	LANDON BIGHAM - NEW
020832	EMERGENCY EQUIPMENT	466212	0	2022	4	INV	A	969.00	C-020122	AUSTIN CARLISLE - N
020832	EMERGENCY EQUIPMENT	466213	0	2022	4	INV	A	945.00	C-020122	BILLY RAINWATER - N
020832	EMERGENCY EQUIPMENT	466496	0	2022	4	INV	A	916.00	C-020122	SCOTTIE MONTGOMERY
020832	EMERGENCY EQUIPMENT	466615	0	2022	4	INV	A	110.00	C-020122	GENSET COVER
								4,786.00		
021472	ATHLETIC HOUSE @ SNO	942117	0	2022	4	INV	A	1,228.43	C-020122	ACADEMY APPAREL
021916	MIDSOUTH SOLUTIONS	176577	0	2022	4	INV	A	524.96	C-020122	COOKE, JACOB - ALLO
021916	MIDSOUTH SOLUTIONS	176600	0	2022	4	INV	A	440.98	C-020122	NEW HIRES
021916	MIDSOUTH SOLUTIONS	176603	22000064	2022	4	INV	A	597.40	C-020122	RYAN, NATHAN UNIFOR
021916	MIDSOUTH SOLUTIONS	176777	0	2022	4	INV	A	1,285.40	C-020122	ROGERS, HARNOLD - N
021916	MIDSOUTH SOLUTIONS	177137	22000112	2022	4	INV	A	485.95	C-020122	RAINS, JEFF UNIFORM
021916	MIDSOUTH SOLUTIONS	177158	0	2022	4	INV	A	598.90	C-020122	DAVIS, WILLIE HONOR
021916	MIDSOUTH SOLUTIONS	177169	0	2022	4	INV	A	805.49	C-020122	DAVIAN TAI ELLINGTON
021916	MIDSOUTH SOLUTIONS	177170	0	2022	4	INV	A	323.70	C-020122	CONNOR LEWIS - NEW
								5,062.78		
ACCOUNT TOTAL								11,077.21		
211	614000	FUEL & OIL								
006919	FUELMAN	NP61418601	0	2022	4	INV	A	6,204.76	C-020122	#BG127062 - (SPD) F
006919	FUELMAN	NP61448766	0	2022	4	INV	A	10,142.22	C-020122	#BG127062 - FUEL FO
								16,346.98		
022719	UMB CARD SERVICES	3-28-2022	0	2022	4	INV	A	735.84	C-020122	UMB CREDIT CARD PAY
ACCOUNT TOTAL								17,082.82		
211	622100	PROFESSIONAL SERVICES								
005839	GOV DEALS	182-102021	0	2022	4	INV	A	1,788.26	C-020122	FEES & CREDITS FOR
005839	GOV DEALS	182-112021	0	2022	4	INV	A	963.82	C-020122	FEES FOR NOVEMBER 2
								2,752.08		
006685	DEX IMAGING	AR7212940	0	2022	4	INV	A	195.08	C-020122	#MP6419 & MP6427 -



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ACCOUNT/VENDOR									
012171 NEBCO ART & FRAME	874880	0	2022	4	INV A	279.00	C-020122		JOY & DC LITTLE
012171 NEBCO ART & FRAME	874890	0	2022	4	INV A	230.21	C-020122		MOST WANTED RE-FRAM
						509.21			
022719 UMB CARD SERVICES	3-28-2022	0	2022	4	INV A	753.80	C-020122		UMB CREDIT CARD PAY
027769 FBINAA	11822	0	2022	4	INV A	115.00	C-020122		CHRISTOPHER A. ROBE
027769 FBINAA	12022	0	2022	4	INV A	115.00	C-020122		MEMBER ID# 50672-CH
						230.00			
029120 YOUNG LEASING CO	INV4596420	0	2022	4	INV A	310.18	C-020122		#AAA43456 - WEST TO
034374 TRUE MEDICAL TESTING	1988	0	2022	4	INV A	95.00	C-020122		BLOOD DRAWN: KIMBAL
034860 FORENSIC POLYGRAPH S	107	0	2022	4	INV A	200.00	C-020122		POINDEXTER LAKAYLA
034860 FORENSIC POLYGRAPH S	108	0	2022	4	INV A	200.00	C-020122		POLY: MYRICK
						400.00			
					ACCOUNT TOTAL	5,245.35			
211 625700					TELEPHONE & POSTAGE				
000971 PITNEY BOWES GLOBAL	20922	0	2022	4	INV A	88.01	C-020122		POSTAGE MACHINE
					ACCOUNT TOTAL	88.01			
211 626900					TRAVEL & TRAINING				
000780 DEFENSE TECHNOLOGY	86246	0	2022	4	INV A	895.00	C-020122		4-DAY ICP INSTRUCTO
001339 CREDIT CARD CENTER	1-18-2022	0	2022	4	INV A	1,590.35	C-020122		TRAINING/SUPPLIES-D
027770 GLOBAL POLICE SOLUTI	1-13-2022	0	2022	4	INV A	987.00	C-020122		6 ATTENDEES FOR SUP
031064 INDUSTRIAL/ORGANIZAT	C51373A	0	2022	4	INV A	356.00	C-020122		ELEM - MIDDLE MANAG
					ACCOUNT TOTAL	3,828.35			
211 630600					VEHICLES				
005662 HOWARD INDUSTRIES	21-00537681	22000062	2022	4	INV A	1,770.00	C-020122		5 TABLETS FOR SPD P
005662 HOWARD INDUSTRIES	21-00537917	22000062	2022	4	INV A	15,065.00	C-020122		5 TABLETS FOR SPD P
						16,835.00			
					ACCOUNT TOTAL	16,835.00			
					ORG 211 TOTAL	92,544.97			
215					EMERGENCY SERVICES				
215 610400					OFFICE SUPPLIES				
007823 AMERICAN PAPER & TWI	4204160	0	2022	4	INV A	98.20	C-020122		COPIER PAPER (E911)



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YEAR/PERIOD: 2022/1 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
007823	AMERICAN PAPER & TWI	4204163	0	2022 4 INV A		117.58	C-020122			PAPER TOWELS (E911)
						215.78				
				ACCOUNT TOTAL		215.78				
215	622100			PROFESSIONAL FEES						
019545	TRANSUNION RISK & AL	5466641-122721	0	2022 4 INV A		4,200.00	C-020122			TLO SERVICES ANNUAL
				ACCOUNT TOTAL		4,200.00				
215	626900			TRAVEL & TRAINING						
001339	CREDIT CARD CENTER	1-18-2022	0	2022 4 INV A		102.39	C-020122			TRAINING/SUPPLIES-D
008309	INTERNATIONAL ACADEM	SIN298720	0	2022 4 INV A		730.00	C-020122			EMD COURSE
008309	INTERNATIONAL ACADEM	SIN298721	0	2022 4 INV A		500.00	C-020122			EMD INSTRUCTOR FEE
						1,230.00				
027770	GLOBAL POLICE SOLUTI	2022151	0	2022 4 INV A		658.00	C-020122			DISPATCH TRAINING -
035088	PROFESSIONAL PRIDE	14733A	0	2022 4 INV A		91.75	C-020122			DISPATCH TRAINING &
				ACCOUNT TOTAL		2,082.14				
				ORG 215 TOTAL		6,497.92				
290				FIRE DEPARTMENT						
290	610100			CLEANING SUPPLIES						
007823	AMERICAN PAPER & TWI	4199390	0	2022 4 INV A		298.97	C-020122			SUPPLIES - FIRE STA
				ACCOUNT TOTAL		298.97				
290	610600			COMPUTER LICENSE						
000952	TYLER TECHNOLOGIES	25-356737	22000091	2022 4 INV A		7,861.00	C-020122			MOBILE EYES INSPECT
000952	TYLER TECHNOLOGIES	25-362424	0	2022 4 CRM A		-623.00	C-020122			CREDIT FROM PO #220
						7,238.00				
001416	NFPA	8071697X	0	2022 4 INV A		175.00	C-020122			RENEWAL FEE - I.D.
				ACCOUNT TOTAL		7,413.00				
290	610701			MEDICAL SUPPLIES						
001147	NEXAIR LLC	9518265	0	2022 4 INV A		68.96	C-020122			#L0490 - MEDICAL SU
015430	ZOLL MEDICAL CORPORA	3436945	0	2022 4 INV A		92.00	C-020122			MEDICAL SUPPLIES
015430	ZOLL MEDICAL CORPORA	3438480	0	2022 4 INV A		565.10	C-020122			MEDICAL SUPPLIES
						657.10				
				ACCOUNT TOTAL		726.06				



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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
290	614000			FUEL & OIL							
017201	BEST-WADE PETROLEUM	34014	0	2022	4	INV A	1,279.83	C-020122	FUEL FOR STATION #3		
017201	BEST-WADE PETROLEUM	34017	0	2022	4	INV A	1,442.45	C-020122	FUEL FOR STATION #2		
017201	BEST-WADE PETROLEUM	34018	0	2022	4	INV A	2,402.77	C-020122	FUEL FOR STATION #1		
017201	BEST-WADE PETROLEUM	34311	0	2022	4	INV A	1,326.22	C-020122	FUEL FOR STATION #3		
							6,451.27				
				ACCOUNT TOTAL			6,451.27				
290	626500			PRINTING							
029120	YOUNG LEASING CO	4583217	0	2022	4	INV A	244.70	C-020122	#AAA47533-COPY SERV		
				ACCOUNT TOTAL			244.70				
290	626900			TRAVEL & TRAINING							
001102	SOUTHAVEN SUPPLY	123705	0	2022	4	INV A	33.57	C-020122	MATERIALS - WRENCH		
001147	NEXAIR LLC	9487128	0	2022	4	INV A	120.51	C-020122	#L5001/RENTAL OF NI		
012820	MCCOY GEORGE	12322	0	2022	4	INV A	72.00	C-020122	RENEWAL OF STATE &		
025684	DEVORE, THOMAS	11322	0	2022	4	INV A	60.00	C-020122	RENEWAL OF NREMT &		
027295	MOORE BENJAMIN	1-10-2022	0	2022	4	INV A	145.00	C-020122	FIRE ACADEMY-FIREGR		
029097	TAYLOR RONALD	1-25-2022	0	2022	4	INV A	145.00	C-020122	PER DIEM FOR FF INT		
035100	GDWARDS CODY	1-11-2022	0	2022	4	INV A	145.00	C-020122	FIRE ACADEMY-FIREGR		
				ACCOUNT TOTAL			721.08				
290	630400			MACHINERY & EQUIPMENT							
020832	EMERGENCY EQUIPMENT	466683	0	2022	4	INV A	216.00	C-020122	HALLIGAN STYLE FORC		
				ACCOUNT TOTAL			216.00				
				ORG 290	TOTAL		21,953.42				
295	626102			FIRE PREVENTION							
295	626102			PUBLIC RELATIONS							
029629	EAGLE ENGRAVING INC	2021-6221	0	2022	4	INV A	326.53	C-020122	AWARDS BANQUET 2021		
029629	EAGLE ENGRAVING INC	2021-6399	0	2022	4	INV A	45.95	C-020122	7 METAL SIGNS		
							372.48				
				ACCOUNT TOTAL			372.48				
				ORG 295	TOTAL		372.48				



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YEAR/PERIOD: 2022/1 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
297											
297	610701										EMS
											MEDICAL SUPPLIES
000582	BOUND TREE MEDICAL	84360756	0	2022	4	INV	A	950.00	C-020122		MEDICAL SUPPLIES
000582	BOUND TREE MEDICAL	84375756	0	2022	4	INV	A	103.96	C-020122		MADICAL SUPPLIES
000582	BOUND TREE MEDICAL	84378153	0	2022	4	INV	A	328.70	C-020122		MEDICAL SUPPLIES
								1,382.66			
001147	NEXAIR LLC	9527969	0	2022	4	INV	A	143.98	C-020122		#L0490-MEDICAL SUPP
015430	ZOLL MEDICAL CORPORA	3433556	0	2022	4	INV	A	1,749.30	C-020122		MEDICAL SUPPLIES
016050	HENRY SCHEIN INC	15190065	0	2022	4	INV	A	2,213.29	C-020122		MEDICAL SUPPLIES
016050	HENRY SCHEIN INC	15562290	0	2022	4	INV	A	172.12	C-020122		MEDICAL SUPPLIES
016050	HENRY SCHEIN INC	15605242	0	2022	4	INV	A	2,160.38	C-020122		MEDICAL SUPPLIES
016050	HENRY SCHEIN INC	15708560	0	2022	4	INV	A	26.08	C-020122		MEDICAL SUPPLIES
								4,571.87			
021392	MERCURY MEDICAL	INV98358	0	2022	4	INV	A	567.44	C-020122		MEDICAL SUPPLIES
027573	TELEFLEX MEDICAL INC	9504922526	0	2022	4	INV	A	1,765.50	C-020122		MEDICAL SUPPLIES
033952	MED ALLIANCE SOLUTIO	226721	0	2022	4	INV	A	559.23	C-020122		ITCLAMPS - MEDICAL
								ACCOUNT TOTAL		10,739.98	
297	611300										MOTOR VEH REPAIRS/MAINT
000189	HOMER SKELTON FORD	6141807	0	2022	4	INV	A	95.95	C-020122		OIL/FILTER CHANGE U
020832	EMERGENCY EQUIPMENT	466691	0	2022	4	INV	A	6,315.04	C-020122		REPAIRS TO UNIT 4,
								ACCOUNT TOTAL		6,410.99	
297	620901										BILLING SERVICES
018772	MEDICAL ACCOUNTS REC	105514-IN	0	2022	4	INV	A	8,913.97	C-020122		MEDICAL BILLING FOR
019311	CREDIT BUREAU SYSTEM	307400000345	0	2022	4	INV	A	1,752.26	C-020122		EMS COLLECTION FEES
								ACCOUNT TOTAL		10,666.23	
297	626900										TRAVEL & TRAINING
021321	SEBRING BRUCE	123121	0	2022	4	INV	A	109.55	C-020122		RENEWAL EMS DRIVERS
030963	SCHAEFER BENJAMIN	122721	0	2022	4	INV	A	494.00	C-020122		TESTING FOR PARAMED
								ACCOUNT TOTAL		603.55	
297	630400										MACHINERY AND EQUIPMENT
000701	SUNBELT FIRE INC	330363	0	2022	4	INV	A	992.06	C-020122		1) TREX PREMIUM COA
000701	SUNBELT FIRE INC	330616	0	2022	4	INV	A	985.22	C-020122		1) TREX PREMIUM COA



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YEAR/PERIOD: 2022/1 TO 2022/5		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR										
								1,977.28		
ACCOUNT TOTAL								1,977.28		
ORG 297 TOTAL								30,398.03		
PUBLIC WORKS DEPARTMENT										
OFFICE SUPPLIES										
311	610400									
311	030629	AMAZON CAPITAL	1JNW3KQQWYJY	0	2022	4	INV A	45.59	C-020122	#ANKP067K88KPB - PA
ACCOUNT TOTAL								45.59		
MATERIALS										
311	611000									
	000687	SOUTHERN PIPE & SUPP	6225820	0	2022	4	INV A	9.37	C-020122	CLOSE BRASS NIPPLE
	000734	MAGNOLIA ELECTRIC	341016	0	2022	4	INV A	561.34	C-020122	ELECTRIC REPAIRS
	000759	LEHMAN ROBERTS CO	81663	0	2022	4	INV A	702.90	C-020122	MATERIAL: PLANT #6
	000759	LEHMAN ROBERTS CO	81684	0	2022	4	INV A	931.17	C-020122	MATERIAL: PLANT#6-T
	000759	LEHMAN ROBERTS CO	81711	0	2022	4	INV A	543.35	C-020122	MATERIALS: PLANT #6
	000759	LEHMAN ROBERTS CO	81722	0	2022	4	INV A	662.83	C-020122	MATERIALS: PLANT #6
								2,840.25		
	001102	SOUTHAVEN SUPPLY	123220	0	2022	4	INV A	459.60	C-020122	MATERIALS
	001130	G & C SUPPLY CO	6849119	0	2022	4	INV A	2,479.65	C-020122	STREET SIGNS
	001130	G & C SUPPLY CO	6850365	0	2022	4	INV A	228.70	C-020122	STREET SIGNS - TYPE
								2,708.35		
	001320	MARTIN MACHINE WORKS	1533	0	2022	4	INV A	1,084.00	C-020122	MATERIALS - HYDRAUL
	001361	SAM'S CLUB DIRECT	2-08-2022	0	2022	4	INV A	57.08	C-020122	288 3/SAM'S CLUB DI
	002869	VULCAN MATERIALS	51099151	0	2022	4	INV A	812.15	C-020122	MATERIALS
	017201	BEST-WADE PETROLEUM	1037486	0	2022	4	INV A	1,816.98	C-020122	DRUM OIL
	022719	UMB CARD SERVICES	3-28-2022	0	2022	4	INV A	79.37	C-020122	UMB CREDIT CARD PAY
ACCOUNT TOTAL								10,428.49		
MAINTENANCE VEHICLES										
311	611300									
	000440	SUNRISE BUILDERS SUP	2112-724481	0	2022	4	INV A	83.64	C-020122	MAT. FOR SHOP
	000457	GRAINGER	9165113037	0	2022	4	INV A	16.72	C-020122	MAT. FOR SHOP - THE
	000457	GRAINGER	9165248387	0	2022	4	INV A	54.73	C-020122	MAT. FOR SHOP - SAF
	000457	GRAINGER	9167153908	0	2022	4	INV A	102.76	C-020122	MAT. FOR SHOP - MOT
	000457	GRAINGER	9170944772	0	2022	4	INV A	892.49	C-020122	MAT. FOR SHOP - DRA
	000457	GRAINGER	9176472877	0	2022	4	INV A	59.24	C-020122	MAT. FOR SHOP - BOL



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YEAR/PERIOD: 2022/1 TO 2022/5		INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
000457	GRAINGER	9177033256	0	2022	4	INV A	169.00	C-020122	MAT. FOR SHOP - BAT
000457	GRAINGER	9177033264	0	2022	4	INV A	132.05	C-020122	MAT. FOR SHOP - DRAI
							1,426.99		
006479	AIRGAS USA INC	9121523597	0	2022	4	INV A	95.20	C-020122	MAT. FOR SHOP
006479	AIRGAS USA INC	9985407607	0	2022	4	INV A	58.07	C-020122	MAT. FOR SHOP
							153.27		
007304	O'REILLYS AUTO PARTS	1257-163460	0	2022	4	CRM A	-171.89	C-020122	CREDIT - MAT. FOR S
007304	O'REILLYS AUTO PARTS	6399-105778	0	2022	4	INV A	280.44	C-020122	MAT. FOR SHOP
							108.55		
010865	RELIABLE EQUIPMENT	CT110817	0	2022	4	INV A	215.67	C-020122	MAT. FOR SHOP
010865	RELIABLE EQUIPMENT	CT110914	0	2022	4	CRM A	-215.67	C-020122	CREDIT - MAT. FOR S
							.00		
016582	CONTRACTORS SUPPLY P	132184	0	2022	4	INV A	562.50	C-020122	MAT. FOR SHOP - 28"
025659	WADE INCORPORATED	P08133	0	2022	4	INV A	73.76	C-020122	MAT. FOR SHOP
025659	WADE INCORPORATED	P08063	0	2022	4	INV A	110.00	C-020122	MAT. FOR SHOP - KIT
							183.76		
034150	LAWSON PRODUCTS, INC	9309150606	0	2022	4	INV A	48.78	C-020122	MAT. FOR SHOP - HEX
034150	LAWSON PRODUCTS, INC	9309155304	0	2022	4	INV A	72.59	C-020122	MAT. FOR SHOP - HEX
034150	LAWSON PRODUCTS, INC	9309155305	0	2022	4	INV A	169.05	C-020122	MAT. FOR SHOP - HEX
034150	LAWSON PRODUCTS, INC	9309165123	0	2022	4	INV A	14.02	C-020122	MAT. FOR SHOP - HEX
034150	LAWSON PRODUCTS, INC	9309168923	0	2022	4	INV A	46.84	C-020122	MAT. FOR SHOP - 16
034150	LAWSON PRODUCTS, INC	9309173344	0	2022	4	INV A	1,170.70	C-020122	MAT. FOR SHOP
034150	LAWSON PRODUCTS, INC	9309187158	0	2022	4	INV A	26.57	C-020122	MAT. FOR SHOP - HEX
034150	LAWSON PRODUCTS, INC	9309187159	0	2022	4	INV A	29.86	C-020122	MAT. FOR SHOP
034150	LAWSON PRODUCTS, INC	9309190777	0	2022	4	INV A	12.07	C-020122	MAT. FOR SHOP - HEX
							1,590.48		
ACCOUNT TOTAL							4,109.19		
311	612500	UNIFORMS							
003011	M & M PROMOTIONS	95255	0	2022	4	INV A	255.91	C-020122	UNIFORMS
003011	M & M PROMOTIONS	95256	0	2022	4	INV A	1,098.68	C-020122	UNIFORMS
							1,354.59		
013377	CINTAS	4107475691	0	2022	4	INV A	287.36	C-020122	UNIFORMS
013377	CINTAS	4108169473	0	2022	4	INV A	987.43	C-020122	UNIFORMS
013377	CINTAS	4108845819	0	2022	4	INV A	315.01	C-020122	UNIFORMS
							1,589.80		



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YEAR/PERIOD: 2022/1 TO 2022/5				INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		2,944.39			
311	622100			PROFESSIONAL SERVICES						
014714	INTEGRATED WIRELES	23235	0	2022	4	INV A	556.40	C-020122		RADIO SERVICES
					ACCOUNT TOTAL		556.40			
					ORG 311	TOTAL	18,084.06			
					CITY TRAFFIC AND STREETS LIGHT					
315	612200			MAINTENANCE EQUIPMENT & BUILD						
000497	DESOTO COUNTY ELECTR	7272	0	2022	4	INV A	220.00	C-020122		TS 302 & SOUTHCREST
000497	DESOTO COUNTY ELECTR	7278	0	2022	4	INV A	2,388.00	C-020122		SIGNAL REPAIR @ REP
							2,608.00			
004389	TEMPLE INC	215596	0	2022	4	INV A	376.00	C-020122		TRAFFIC SIGNAL
					ACCOUNT TOTAL		2,984.00			
					ORG 315	TOTAL	2,984.00			
					PARKS DEPARTMENT					
411	610400			OFFICE SUPPLIES						
411	001361	SAM'S CLUB DIRECT	2-08-2022	0	2022	4	INV A	150.39	C-020122	288 3/SAM'S CLUB DI
006685	DEX IMAGING	AR7212936	0	2022	4	INV A	6.50	C-020122		#MP8956 - COPY CONT
006685	DEX IMAGING	AR7212938	0	2022	4	INV A	6.45	C-020122		#A2615 - COPY CONTR
							12.95			
029120	YOUNG LEASING CO	INV4594733	0	2022	4	INV A	.65	C-020122		#AAA59897 - COPY CO
029120	YOUNG LEASING CO	INV4604828	0	2022	4	INV A	3.17	C-020122		#AAA75469 - COPY CO
							3.82			
					ACCOUNT TOTAL		167.16			
411	611300			MAINTENANCE VEHICLES						
000669	CAMPER CITY USA INC	663022	0	2022	4	INV A	305.00	C-020122		TRUCK HITCH
					ACCOUNT TOTAL		305.00			
411	612200			MAINTENANCE EQUIPMENT & BUILD						
000233	QUARLES FIRE PROTEC	2022-807	0	2022	4	INV A	150.00	C-020122		FIRE ALARM INSPECTI
001099	NORTH MS PEST CONTRO	132-01136669	0	2022	4	INV A	145.00	C-020122		PEST CONTROL - SNOW
001150	NAPA GENUINE PARTS C	349835	0	2022	4	INV A	67.37	C-020122		IDL PULLER
001361	SAM'S CLUB DIRECT	2-08-2022	0	2022	4	INV A	943.32	C-020122		288 3/SAM'S CLUB DI



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	002951 STATELINE TURF & TRA	158396	0	2022	4	INV A	62.19 C-020122		MISC PARTS
	011134 WHITFIELD	80414	0	2022	4	INV A	3,969.65 C-020122		WALL PACK & PARKING
	013377 CINTAS	4107474425	0	2022	4	INV A	65.64 C-020122		MATS - ARENA
	013377 CINTAS	4108168224	0	2022	4	INV A	65.64 C-020122		MATS - ARENA
							131.28		
	013650 BATTERIES PLUS	P45295459	0	2022	4	INV A	6.78 C-020122		TUBE FLUORE SCENT B
							ACCOUNT TOTAL	5,475.59	
411	612201								PARK MAINTENANCE
	007823 AMERICAN PAPER & TWI	4199497	0	2022	4	INV A	1,012.33 C-020122		JANITORIAL
	007823 AMERICAN PAPER & TWI	4213561	0	2022	4	INV A	103.20 C-020122		JANITORIAL SUPPLIES
	007823 AMERICAN PAPER & TWI	4214824	0	2022	4	INV A	43.30 C-020122		TRASH BAGS
	007823 AMERICAN PAPER & TWI	4214877	0	2022	4	INV A	76.00 C-020122		GLOVES
							1,234.83		
	013650 BATTERIES PLUS	P43031285	0	2022	4	INV A	15.38 C-020122		LU250 BULB
	013650 BATTERIES PLUS	P44689353	0	2022	4	INV A	29.55 C-020122		AA BATTERIES
							44.93		
	019230 WASTE PRO-MEMPHIS	822746	0	2022	4	INV A	635.00 C-020122		116199-SNOWDEN (TRA
	026449 KELLY SEPTIC SER	17031	0	2022	4	INV A	190.00 C-020122		PORTA POTTY - FIELD
	026449 KELLY SEPTIC SER	17488	0	2022	4	INV A	180.00 C-020122		PORTA POTTY'S - CEN
							370.00		
	030629 AMAZON CAPITAL	1TMN77RVDWMV	0	2022	4	INV A	2,013.81 C-020122		#ANKP067K88KPB - CH
	035098 FIRST CLASS FIRE	S1395-1	0	2022	4	INV A	69.55 C-020122		BACKFLOW INSPECTION
							ACCOUNT TOTAL	4,368.12	
411	612300								MUNICIPAL GOLF COURSE EXPENSE
	032606 KIMMELL DOOR AND HAR	AK454	0	2022	4	INV A	608.00 C-020122		HINGE - GOLF COURSE
							ACCOUNT TOTAL	608.00	
411	612500								UNIFORMS
	003011 M & M PROMOTIONS	96530	0	2022	4	INV A	551.88 C-020122		STAFF WEAR
	003011 M & M PROMOTIONS	96531	0	2022	4	INV A	246.96 C-020122		STAFF WEAR
							798.84		
	013377 CINTAS	4107338250	0	2022	4	INV A	141.49 C-020122		GOLF UNIFORMS



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	013377 CINTAS	4108016908	0	2022	4	INV A	367.74 C-020122		PARKS UNIFORMS
	013377 CINTAS	4108017027	0	2022	4	INV A	141.49 C-020122		GOLF UNIFORMS
	013377 CINTAS	4108720210	0	2022	4	INV A	531.12 C-020122		PARKS UNIFORMS
	013377 CINTAS	4108720277	0	2022	4	INV A	141.49 C-020122		GOLF UNIFORMS
							1,323.33		
							ACCOUNT TOTAL	2,122.17	
411	613100						BALL EQUIPMENT		
	021472 ATHLETIC HOUSE @ SNO	942121	0	2022	4	INV A	2,821.60 C-020122		SOFTBALL EQUIPMENT
	035090 DUNLOP SPORTS GROUP	6731128-SO	0	2022	4	INV A	1,392.00 C-020122		TENNIS BALLS
							ACCOUNT TOTAL	4,213.60	
411	621900						ASSOCIATIONAL DUES		
	031356 TUNICA NATIONAL	1-20-2022	0	2022	4	INV A	2,100.00 C-020122		WINTER JUNIOR DEVEL
							ACCOUNT TOTAL	2,100.00	
411	626000						UTILITIES		
	009669 GIBSON PROPANE	3131342226	0	2022	4	INV A	657.56 C-020122		PROPANE - SNOWDEN H
							ACCOUNT TOTAL	657.56	
411	627901						UMPIRES		
	003546 COX DAVID R JR	1-25-2022	0	2022	4	INV A	420.00 C-020122		INDOOR SOCCER UMPIR
	015545 KLINCK ZACHARY A	1-25-2022	0	2022	4	INV A	515.00 C-020122		INDOOR SOCCER UMPIR
	015810 MEARS MICHAEL	1-25-2022	0	2022	4	INV A	140.00 C-020122		INDOOR SOCCER UMPIR
	018253 CHAN DAVID	1-25-2022	0	2022	4	INV A	385.00 C-020122		INDOOR SOCCER UMPIR
	018255 PHILLIPS ERIC	1-25-2022	0	2022	4	INV A	140.00 C-020122		INDOOR SOCCER UMPIR
	024344 NUNEZ VALENTE	1-25-2022	0	2022	4	INV A	105.00 C-020122		INDOOR SOCCER UMPIR
	031115 MYSIEWICZ MICHAEL	1-25-2022	0	2022	4	INV A	210.00 C-020122		INDOOR SOCCER UMPIR
	031116 MEYER BENJAMIN	1-25-2022	0	2022	4	INV A	140.00 C-020122		INDOOR SOCCER UMPIR
	031322 VASQUEZ GEORGE	1-25-2022	0	2022	4	INV A	245.00 C-020122		INDOOR SOCCER UMPIR
	034909 STEVENS JERMY L	1-25-2022	0	2022	4	INV A	350.00 C-020122		INDOOR SOCCER UMPIR
	034964 RODGERS ROSS	1-25-2022	0	2022	4	INV A	210.00 C-020122		INDOOR SOCCER UMPIR
							ACCOUNT TOTAL	2,860.00	
	ORG 411					TOTAL	22,877.20		



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
412									PARK TOURNAMENTS
412	612400								RESELL / CONCESSION EXPENSE
	024982	SMITTY'S SLICES LLC 1-2-2022	0	2022	4	INV A	208.00	C-020122	PIZZA - VOLLEY BALL
	026772	WILSON SPORTING GOOD 4536714980	0	2022	4	INV A	92.88	C-020122	TENNIS STRING
	026772	WILSON SPORTING GOOD 4536782423	0	2022	4	INV A	281.79	C-020122	RACKETS - RESALE
							374.67		
							ACCOUNT TOTAL		582.67
412	622100								PROFESSIONAL FEES
	007622	MIDSOUTH SPORTS PROD 680	0	2022	4	INV A	11,250.00	C-020122	BASEBALL CONTRACT -
	024247	KALISAK ROSEMARY JAN2022	0	2022	4	INV A	3,750.00	C-020122	SOFTBALL CONTRACT -
							ACCOUNT TOTAL		15,000.00
							ORG 412 TOTAL		15,582.67
511									MUNICIPAL CODE ENFORCEMENT
511	610100								CLEANING SUPPLIES
	001361	SAM'S CLUB DIRECT 2-08-2022	0	2022	4	INV A	35.82	C-020122	288 3/SAM'S CLUB DI
							ACCOUNT TOTAL		35.82
511	611000								MATERIALS
	001361	SAM'S CLUB DIRECT 2-08-2022	0	2022	4	INV A	57.35	C-020122	288 3/SAM'S CLUB DI
	022719	UMB CARD SERVICES 3-28-2022	0	2022	4	INV A	119.90	C-020122	UMB CREDIT CARD PAY
							ACCOUNT TOTAL		177.25
511	614900								FEED FOR ANIMALS
	012713	HILL'S PET NUTRITION 4263006	0	2022	4	INV A	124.74	C-020122	FEED ANIMALS
							ACCOUNT TOTAL		124.74
511	622100								PROFESSIONAL SERVICES
	000500	DESOTO COUNTY ANIMAL 214631	0	2022	4	INV A	1,081.00	C-020122	PROF SERVICES - SUP
	028872	PRECIOUS PAWS ANIMAL 1-18-2022	0	2022	4	INV A	645.81	C-020122	SUPPLIES - PROF. SE
							ACCOUNT TOTAL		1,726.81
							ORG 511 TOTAL		2,064.62
901									CITY FUEL
901	614000								FUEL & OIL
	017201	BEST-WADE PETROLEUM 1038237		22000130	2022	4 INV A	10,861.91	C-020122	PEPPER CHASE DR GAS



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YEAR/PERIOD: 2022/1 TO 2022/5																											
ACCOUNT/VENDOR				INVOICE				PO				YEAR/PR TYP S				WARRANT				CHECK				DESCRIPTION			
												ACCOUNT TOTAL				10,861.91											
												ORG 901				TOTAL				10,861.91							
EXPENSE ACCOUNTS																											
FACILITIES MANAGEMENT																											
902	620902	000233	QUARLES FIRE PROTEC	2022-808	0	2022	4	INV	A	150.00	C-020122					SPRINKLER INSPECTIO											
902		000233	QUARLES FIRE PROTEC	2022-809	0	2022	4	INV	A	200.00	C-020122					SPRINKLER INSPECTIO											
		000233	QUARLES FIRE PROTEC	2022-810	0	2022	4	INV	A	150.00	C-020122					SPRINKLER INSPECTIO											
		000233	QUARLES FIRE PROTEC	2022-822	0	2022	4	INV	A	150.00	C-020122					SPRINKLER INSPEC. @											
		000233	QUARLES FIRE PROTEC	2022-835	0	2022	4	INV	A	500.00	C-020122					SPRINKLER INSPEC. @											
										1,150.00																	
		000469	TRI-STAR COMPANIES,	TC18021	0	2022	4	INV	A	465.00	C-020122					HVAC											
		000648	FLOIED FIRE EXTINGUI	11536439	0	2022	4	INV	A	340.00	C-020122					SERVER ROOM & PD IN											
		000648	FLOIED FIRE EXTINGUI	11541410	0	2022	4	INV	A	410.00	C-020122					SERVER ROOM & CITY											
										750.00																	
		000734	MAGNOLIA ELECTRIC	340206	0	2022	4	INV	A	104.35	C-020122					ELEC. REPAIRS											
		000734	MAGNOLIA ELECTRIC	340557	0	2022	4	INV	A	434.04	C-020122					ELEC. REPAIRS - POL											
		000734	MAGNOLIA ELECTRIC	340693	0	2022	4	INV	A	152.26	C-020122					ELEC. REPAIRS											
		000734	MAGNOLIA ELECTRIC	340756	0	2022	4	INV	A	166.04	C-020122					ELECTRIC REPAIRS -											
		000734	MAGNOLIA ELECTRIC	340834	0	2022	4	INV	A	606.00	C-020122					ELECTRIC REPAIRS -											
										1,462.69																	
		001361	SAM'S CLUB DIRECT	2-08-2022	0	2022	4	INV	A	59.98	C-020122					288 3/SAM'S CLUB DI											
		011401	LIGHT BULB DEPOT, LL	21497036	0	2022	4	INV	A	74.25	C-020122					LIGHT BULBS											
		016517	UPCHURCH SERVICES, L	196540	0	2022	4	INV	A	697.75	C-020122					HVAC SERVICES @ BP											
		019694	MID-SOUTH TELECOM	71359	0	2022	4	INV	A	424.00	C-020122					CONNUICATION @ WES											
		019694	MID-SOUTH TELECOM	71360	0	2022	4	INV	A	424.90	C-020122					COMMUNICATION - NAR											
										848.90																	
		021382	PETTY CASH	1-24-2022	0	2022	4	INV	A	13.37	C-020122					CITY CLERK PETY CAS											
		022719	UMB CARD SERVICES	1-3-2022	0	2022	4	INV	A	151.35	C-020122					UMB CREDIT CARD PAY											
		022719	UMB CARD SERVICES	3-28-2022	0	2022	4	INV	A	550.72	C-020122					UMB CREDIT CARD PAY											
										702.07																	
		023618	EK AUTOMATION	SRVCE000000007959	0	2022	4	INV	A	490.00	C-020122					HVAC SERVICES											
		031070	FRANCE PAINT CO	25	0	2022	4	INV	A	863.00	C-020122					SPD REPAIRS											
		031070	FRANCE PAINT CO	26	0	2022	4	INV	A	863.00	C-020122					SOUTHAVEN GOLF COUR											



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
							1,726.00		
	031934 DEREK BAKER	1152022	0	2022	4	INV A	2,180.00	C-020122	ROOFING @ SFD STATI
	033110 MEMPHIS FLOORING CO	15300	22000115	2022	4	INV A	17,200.00	C-020122	FLOORING PROJECT FO
	033110 MEMPHIS FLOORING CO	15301	0	2022	4	INV A	3,700.00	C-020122	FLOOR PROJECT @ POL
	033110 MEMPHIS FLOORING CO	15305	0	2022	4	INV A	4,950.00	C-020122	FLOOR PROJECT @ FBI
	033110 MEMPHIS FLOORING CO	15308	0	2022	4	INV A	300.00	C-020122	FLOOR PROJECT (FBI)
							26,150.00		
	035101 CUMMINS SALES	D2-57425	0	2022	4	INV A	252.13	C-020122	GENERATOR SERVICES
	035101 CUMMINS SALES	D2-57426	0	2022	4	INV A	321.87	C-020122	GENERATOR SERVICES/
	035101 CUMMINS SALES	D2-57427	0	2022	4	INV A	292.61	C-020122	GENERATOR SERVICES
	035101 CUMMINS SALES	D2-57430	0	2022	4	INV A	292.61	C-020122	GENERATOR SERVICES/
							1,159.22		
						ACCOUNT TOTAL	37,929.23		
902	622100					PROFESSIONAL SERVICES			
	022644 CORPORATE PLANNING	53580	0	2022	4	INV A	1,009.00	C-020122	JAN. 2022 PARTICIPA
	022719 UMB CARD SERVICES	3-28-2022	0	2022	4	INV A	85.00	C-020122	UMB CREDIT CARD PAY
						ACCOUNT TOTAL	1,094.00		
902	625100					STREET IMPROVEMENT			
	018221 CIVIL-LINK, LLC	75618	0	2022	4	INV A	11,033.74	C-020122	CITY PAVEMENT PRESE
	018221 CIVIL-LINK, LLC	75666	0	2022	4	INV A	2,357.56	C-020122	CITY PAVEMENT PRESE
							13,391.30		
	034302 DOUBLE T	PAYAPP2	0	2022	4	INV A	24,192.14	C-020122	ANNUAL TERM CONTRAC
						ACCOUNT TOTAL	37,583.44		
902	625103					DRAINAGE MAINTENANCE			
	009591 TRI FIRMA	6294QB	0	2022	4	INV A	958.64	C-020122	SWINNEA @ CHATEAU P
	009591 TRI FIRMA	6296QB	0	2022	4	INV A	3,071.40	C-020122	SWINNEA @ LONGSTREE
	009591 TRI FIRMA	6297QB	0	2022	4	INV A	2,826.90	C-020122	3455 JACOB LANE - D
	009591 TRI FIRMA	6301QB	0	2022	4	INV A	1,223.68	C-020122	GETWELL @ SILO - DR
							8,080.62		
						ACCOUNT TOTAL	8,080.62		
902	625150					DRAINAGE IMPROVEMENT			
	009591 TRI FIRMA	6281QB	0	2022	4	INV A	11,432.43	C-020122	STATELINE CURB AND
	018221 CIVIL-LINK, LLC	75664	0	2022	4	INV A	6,116.29	C-020122	LCNOI EROSION CONTR



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	018221 CIVIL-LINK, LLC	75667	0	2022 4 INV A	780.00	C-020122	DRAINAGE IMPROVEMEN
					6,896.29		
				ACCOUNT TOTAL	18,328.72		
902	625500 1001			CAPITAL IMPROVEMENTS			
	005831 URBANARCH ASSOC PC	21016-A5	0	2022 4 INV A	128,174.75	C-020122	BANKPLUS AMPHITHEAT
				ACCOUNT TOTAL	128,174.75		
				ORG 902 TOTAL	231,190.76		
906				PROFESSIONAL DUES			
906	622100			PROFESSIONAL SERVICES			
	001161 SOUTHAVEN CHAMBER OF	90661521	0	2022 4 INV A	6,666.67	C-020122	FEBRUARY 2022 CONTR
	002087 MS MUNICIPAL LEAGUE	33863	0	2022 4 INV A	1,600.00	C-020122	MML 2022 YOUTH SUMM
	002130 HOUSE OF GRACE	2-1-2022	0	2022 4 INV A	750.00	C-020122	FEBRUARY 2022-FY22
	006682 DESOTO FAMILY THEATR	2-1-2022	0	2022 4 INV A	2,500.00	C-020122	FEBRUARY 2022-FY22
	020724 HEALING HEARTS CHILD	2-1-2022	0	2022 4 INV A	3,333.34	C-020122	FEBRUARY 2022-FY22
	027121 ARC NORTHWEST MS	2-1-2022	0	2022 4 INV A	1,666.67	C-020122	FEBRUARY 2022-FY22
				ACCOUNT TOTAL	16,516.68		
				ORG 906 TOTAL	16,516.68		
=====					=====		
FUND 0010 GENERAL FUND					TOTAL:	525,988.84	
=====					=====		

YEAR/PERIOD: 2022/1 TO 2022/5		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
711					BOND PROJECT EXPENSES				
711	625800				HORN LAKE CREEK BRIDGE REPAIR				
032668	DEMENT CONSTRUCTION	PAYAPP14	0	2022	4	INV A	45,357.44	C-020122	EMERGENCY RD & BRID
						ACCOUNT TOTAL	45,357.44		
711	625850				MEDLINE PEPPERCHASE				
018221	CIVIL-LINK, LLC	75668	0	2022	4	INV A	9,711.03	C-020122	PEPPERCHASE DRIVE E
						ACCOUNT TOTAL	9,711.03		
711	640240				PEDESTRIAN BRIDGE				
001540	MURPHY & SONS, INC.	PAYAPP-10	0	2022	4	INV A	33,403.29	C-020122	PEDESTRIAN BRIDGE P
018221	CIVIL-LINK, LLC	75663	0	2022	4	INV A	2,863.71	C-020122	MAY BLVD & GETWELL
030977	JM DUNCAN INC	PAY-APP-2	0	2022	4	INV A	7,907.60	C-020122	MAY BLVD EXTENSION
						ACCOUNT TOTAL	44,174.60		
711	640965				GETWELL ROAD SOUTH 18				
018221	CIVIL-LINK, LLC	75665	0	2022	4	INV A	7,862.28	C-020122	GETWELL ROAD WIDENI
						ACCOUNT TOTAL	7,862.28		
				ORG 711		TOTAL	107,105.35		
=====									
FUND 0100 BOND FUNDED CAP PROJ						TOTAL:	107,105.35		
=====									



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
611				SPECIAL ASSESSMENTS EXPEND			
611	626300			AMPHITHEATER MANAGEMENT			
	017044 DESOTO COUNTY	2-1-2022	0	2022 4 INV A	8,333.33 C-020122		FEBRUARY 2022-CONCE
				ACCOUNT TOTAL	8,333.33		
				ORG 611 TOTAL	8,333.33		
=====							
	FUND 0240	TOURIST & CONVENTION		TOTAL:	8,333.33		
=====							



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0400				UTILITY FUND			
0400	211400			FEEES OWED TO NESBIT WATER ASSC			
	010365 NESBIT WATER	1-14-2022	0	2022 4 INV A	3,096.00	C-020122	FEEES COLLECTED FROM
				ACCOUNT TOTAL	3,096.00		
0400	506400			WATER SALES			
	022444 SKY LAKE CONSTRUCTIO	1-14-2022	0	2022 4 INV A	66.44	C-020122	REPLACE CK#190933/L
	035086 PROGRESS MEMPHIS	1-12-2022	0	2022 4 INV A	9.64	C-020122	CUSTOMER WAS PUT ON
				ACCOUNT TOTAL	76.08		
0400	506700			SEWER SALES			
	035086 PROGRESS MEMPHIS	1-12-2022	0	2022 4 INV A	9.88	C-020122	CUSTOMER WAS PUT ON
				ACCOUNT TOTAL	9.88		
				ORG 0400 TOTAL	3,181.96		
811				UTILITY EXPENSE ACCOUNTS			
811	650901			HORN LAKE CREEK BASIN LOAN PYM			
	002848 HORN LAKE CREEK BASI	22022	0	2022 4 INV A	2,787.69	C-020122	JAN 2022 HL CREEK I
				ACCOUNT TOTAL	2,787.69		
811	651400			DCRUA UPGRADE TAP FEEES			
	004646 DESOTO COUNTY REGION	1-20-2022	0	2022 4 INV A	13,200.00	C-020122	COLLECTED SEWER FEE
				ACCOUNT TOTAL	13,200.00		
811	651500			DCRUA TAP FEEES			
	004646 DESOTO COUNTY REGION	1-20-2022	0	2022 4 INV A	29,800.00	C-020122	COLLECTED SEWER FEE
				ACCOUNT TOTAL	29,800.00		
				ORG 811 TOTAL	45,787.69		
815				UTILITY CAPITAL IMPROVEMENTS			
815	625300			EXTENSION & OTHER IMPROVEMENTS			
	001540 MURPHY & SONS, INC.	PAY-APP-1	0	2022 4 INV A	35,906.20	C-020122	DRIVE THRU
	018221 CIVIL-LINK, LLC	75671	0	2022 4 INV A	3,850.28	C-020122	UTILITY MAPPING & S
	018221 CIVIL-LINK, LLC	75672	0	2022 4 INV A	6,076.84	C-020122	RAIL ROAD CROSSING
	018221 CIVIL-LINK, LLC	75673	0	2022 4 INV A	23,761.75	C-020122	STARLANDING TREATME
	018221 CIVIL-LINK, LLC	75674	0	2022 4 INV A	11,792.30	C-020122	CITY AMR CONVERSION
					45,481.17		
				ACCOUNT TOTAL	81,387.37		



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YEAR/PERIOD: 2022/1 TO 2022/5		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
815	625300 1550	EXTENSION/OTHER IMPV'S							
007766	CENTRAL PIPE SUPPLY,	5100282511-001	22000105	2022	4 INV A	10,942.82	C-020122		(SOLE SOURCE) 2" MB
033108	PEDAL VALVES INC	317009	0	2022	4 INV A	371,861.93	C-020122		PAYAPP-11 AMI PROJE
ACCOUNT TOTAL						382,804.75			
815	625310 1003	STARLANDING WATER SYS IM PH II							
034824	LANDMARK CONSTRUCTIO	PAYAPP3	0	2022	4 INV A	86,782.50	C-020122		STARLANDING WATER S
ACCOUNT TOTAL						86,782.50			
ORG 815 TOTAL						550,974.62			
820	UTILITY ADMINISTRATIVE EXPENSE								
820	610400	OFFICE SUPPLIES							
006685	DEX IMAGING	AR7212937	0	2022	4 INV A	1.26	C-020122		MP8773 - COPIER @ C
020454	DIRECTFX	M40448	0	2022	4 INV A	55.00	C-020122		BUSINESS CARDS FOR
ACCOUNT TOTAL						56.26			
820	624102	BANK FEES							
002242	TRUSTMARK NATIONAL B	220102-442586	0	2022	4 INV A	2,000.00	C-020122		1058017491 - PAYING
ACCOUNT TOTAL						2,000.00			
820	626500	PRINTING							
006685	DEX IMAGING	AR7089428	0	2022	4 INV A	.51	C-020122		#MP8773 - COPIER @
ACCOUNT TOTAL						.51			
ORG 820 TOTAL						2,056.77			
825	UTILITY MAINTENANCE EXPENSES								
825	611000	MATERIALS							
000354	METER SERVICE AND SU	25956	0	2022	4 INV A	744.10	C-020122		CURBSTOPS & PVC CUT
000354	METER SERVICE AND SU	25973	0	2022	4 INV A	4,100.00	C-020122		CURBSTOPS & COUPLIN
						4,844.10			
000457	GRAINGER	9180179245	0	2022	4 INV A	168.30	C-020122		HAND SANITIZER
000650	G & W DIESEL SERVICE	377788	0	2022	4 INV A	500.00	C-020122		LUGS, FUSE & HOLDER
000687	SOUTHERN PIPE & SUPP	6208164	0	2022	4 INV A	66.81	C-020122		COUPLINGS
000915	HOME DEPOT CREDIT SE	1011503	0	2022	4 INV A	129.00	C-020122		#9482 - DEWALT HEAT
000997	TRUCK PRO	17-0836897	0	2022	4 INV A	332.04	C-020122		REPAIR KITS FOR TRU
001102	SOUTHAVEN SUPPLY	123572	0	2022	4 INV A	1,378.36	C-020122		MISC. SUPPLIES



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YEAR/PERIOD: 2022/1 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
001361	SAM'S CLUB DIRECT	2-08-2022	0	2022	4	INV	A	203.32	C-020122	288	3/SAM'S CLUB DI	
002869	VULCAN MATERIALS	51099150	0	2022	4	INV	A	1,051.70	C-020122	LIME	STONE	
004494	J R STEWART	35660	0	2022	4	INV	A	4,547.14	C-020122	GRINDER	PUMPS	
004494	J R STEWART	35675	0	2022	4	INV	A	4,865.44	C-020122	GRINDER	PUMPS	
								9,412.58				
007766	CENTRAL PIPE SUPPLY,	S100282145-001	22000117	2022	4	INV	A	14,536.00	C-020122	(SOLE SOURCE)	3/4"	
007766	CENTRAL PIPE SUPPLY,	S100283127-001	0	2022	4	INV	A	2,700.00	C-020122	2"	METERS	
								17,236.00				
008561	S & H SMALL ENGINES	68279	0	2022	4	INV	A	105.21	C-020122	BLUSH CUTTER HEAD &		
008561	S & H SMALL ENGINES	68280	0	2022	4	INV	A	478.04	C-020122	SAW		
008561	S & H SMALL ENGINES	68349	0	2022	4	INV	A	84.15	C-020122	CHAINSAW BLADES		
								667.40				
010865	RELIABLE EQUIPMENT	CT110805	0	2022	4	INV	A	377.97	C-020122	TRIMMER & STRING		
011578	CORE & MAIN LP	P786771	0	2022	4	INV	A	3,135.28	C-020122	COUPLING XURBSTOPS		
011578	CORE & MAIN LP	P915472	0	2022	4	INV	A	1,932.96	C-020122	ADAPTERS & CURBSTOP		
011578	CORE & MAIN LP	Q018750	0	2022	4	INV	A	1,053.00	C-020122	CURBSTOPS		
								6,121.24				
ACCOUNT TOTAL								42,488.82				
825	611100	CHEMICALS										
001146	IDEAL CHEMICAL	268178	0	2022	4	INV	A	3,087.50	C-020122	CHEMICALS FOR WHITW		
010730	ROSEMOUNT ANALYTICAL	974206	22000106	2022	4	INV	A	1,201.25	C-020122	REPLACEMENT PANEL F		
ACCOUNT TOTAL								4,288.75				
825	611300	MAINTENANCE VEHICLES										
007304	O'REILLYS AUTO PARTS	1257-164990	0	2022	4	INV	A	331.24	C-020122	BLAKE ROTOR TRUCK #		
024154	DISCOUNT TIRE	1277146	0	2022	4	INV	A	1,706.28	C-020122	TIRES FOR TRUCK #84		
ACCOUNT TOTAL								2,037.52				
825	612200	MAINTENANCE EQUIPMENT & BUILD										
000715	THOMPSON MACHINERY	W0310080889	0	2022	4	INV	A	323.50	C-020122	REPAIRS TO TRANSFER		
001952	DIXIE DOOR COMPANY	6095	0	2022	4	INV	A	128.00	C-020122	REPAIRS TO BAY DOOR		
022719	UMB CARD SERVICES	3-28-2022	0	2022	4	INV	A	2,246.99	C-020122	UMB CREDIT CARD PAY		

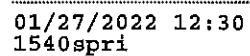


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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	024542 BRIGGS EQUIPMENT	INV2444675	0	2022	4	INV A	3,740.74 C-020122		RUBBER TRACK
						ACCOUNT TOTAL	6,439.23		
825	614000					FUEL & OIL			
	025130 BULLFROG MART LLC	1016041	0	2022	4	INV A	100.79 C-020122		FUEL FOR GENERATORS
						ACCOUNT TOTAL	100.79		
825	622100					PROFESSIONAL SERVICES			
	002349 TANK PRO INC	13046	0	2022	4	INV A	6,163.50 C-020122		QUARTERLY BILLING F
	002349 TANK PRO INC	13047	0	2022	4	INV A	4,337.00 C-020122		QUARTERLY BILLING F
	002349 TANK PRO INC	13048	0	2022	4	INV A	4,337.00 C-020122		QUARTERLY BILLING F
	002349 TANK PRO INC	13049	0	2022	4	INV A	4,337.00 C-020122		QUARTERLY BILLING F
	002349 TANK PRO INC	13050	0	2022	4	INV A	4,337.00 C-020122		QUARTERLY BILLING F
	002349 TANK PRO INC	13051	0	2022	4	INV A	4,337.00 C-020122		QUARTERLY BILLING F
	002349 TANK PRO INC	13052	0	2022	4	INV A	7,079.00 C-020122		QUARTERLY BILLING F
	002349 TANK PRO INC	13053	0	2022	4	INV A	6,486.50 C-020122		QUARTERLY BILLING F
							41,414.00		
	006920 A SAFELOCK INC	10740	0	2022	4	INV A	830.75 C-020122		INVERNESS WT LOCKS
	006920 A SAFELOCK INC	10749	0	2022	4	INV A	603.75 C-020122		LOCKS @ GETWELL WT
	006920 A SAFELOCK INC	10757	0	2022	4	INV A	603.75 C-020122		GREENBROOK WT LOCKS
	006920 A SAFELOCK INC	10758	0	2022	4	INV A	603.75 C-020122		LOCKS @ WHITWORTH W
	006920 A SAFELOCK INC	10759	0	2022	4	INV A	618.75 C-020122		STARLANDING WT LOCK
	006920 A SAFELOCK INC	10774	0	2022	4	INV A	1,072.50 C-020122		LICKS @ COLLEGE RD
							4,333.25		
	009195 GAINES, ROBERT	1250	0	2022	4	INV A	5,922.50 C-020122		SCADA SERVICES
	009590 GAINES, WILLIAMS &	4642	0	2022	4	INV A	5,520.00 C-020122		GETWELL WTP ELECTRI
	009590 GAINES, WILLIAMS &	4643	0	2022	4	INV A	6,670.00 C-020122		WHITWORTH WTP ELECT
							12,190.00		
	018221 CIVIL-LINK, LLC	75670	0	2022	4	INV A	1,300.00 C-020122		UTILITIES RPR
	020449 FINAL TOUCH SECURITY	69245	0	2022	4	INV A	786.45 C-020122		TCHULAHOMA LIFT STA
						ACCOUNT TOTAL	65,946.20		
825	624500					LICENSES & MISCELLANEOUS FEES			
	014142 MISSISSIPPI ONE CALL	220229	0	2022	4	INV A	23,823.52 C-020122		2022 BILLING 811 CA
						ACCOUNT TOTAL	23,823.52		
825	650903					INTERCEPTOR SEWER TREATMENT			
	002848 HORN LAKE CREEK BASI	1202022	0	2022	4	INV A	96,757.43 C-020122		JANUARY 20220 SEWER
						ACCOUNT TOTAL	96,757.43		



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YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

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YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

ORG 825

TOTAL

241,882.26

FUND 0400 UTILITY FUND

TOTAL:

843,883.30



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FY 2022 CLAIMS DOCKET C-020122

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0450				SANITATION FUND			
0450	507600			SANITATION COLLECTION CHARGE			
	035086	PROGRESS MEMPHIS	1-12-2022	0 2022 4 INV A	12.00	C-020122	CUSTOMER WAS PUT ON
				ACCOUNT TOTAL	12.00		
				ORG 0450 TOTAL	12.00		
850				MAINTENANCE EXPENSES			
850	622100			PROFESSIONAL SERVICES			
	005430	CASCADE ENGINEERING	30551216	22000086 2022 4 INV A	34,941.00	C-020122	NEW ORDER OF GARBAG
	021382	PETTY CASH	1-24-2022	0 2022 4 INV A	24.00	C-020122	CITY CLERK PETY CAS
				ACCOUNT TOTAL	34,965.00		
				ORG 850 TOTAL	34,965.00		
=====					=====		
FUND 0450 SANITATION FUND					TOTAL:	34,977.00	
=====					=====		

** END OF REPORT - Generated by Sonya Pride **



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FY 2022 CLAIMS DOCKET D-020122

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
111				MAYOR ADMIN DEPARTMENT			
111	625700			TELEPHONE & POSTAGE			
	001167 AT&T MOBILITY	3690-010322	0	2022 4 INV P	56.08 D-020122	191364	287266623690 - MAYO
				ACCOUNT TOTAL	56.08		
111	626900			TRAVEL & TRAINING			
	020340 MUSSELWHITE DARREN	1-13-2022	0	2022 4 INV P	108.70 D-020122	191063	REIMBURSEMENT FOR F
				ACCOUNT TOTAL	108.70		
				ORG 111 TOTAL	164.78		
125				COURT DEPARTMENT			
125	621505			COURT SUPPLIES			
	001167 AT&T MOBILITY	5901-010322	0	2022 4 INV P	122.16 D-020122	191355	287262425901 - COUR
				ACCOUNT TOTAL	122.16		
				ORG 125 TOTAL	122.16		
145				DEPARTMENT OF FINANCE & ADMIN			
145	625700			TELEPHONE & POSTAGE			
	001167 AT&T MOBILITY	7941-010322	0	2022 4 INV P	163.39 D-020122	191364	287280227941 - HR C
				ACCOUNT TOTAL	163.39		
				ORG 145 TOTAL	163.39		
150				INFORMATION TECHNOLOGY			
150	610500			COMPUTERS			
	002351 COMCAST	1174-010822	0	2022 4 INV P	117.83 D-020122	191367	8396 01 001 0001174
				ACCOUNT TOTAL	117.83		
150	610550			NETWORK CONNECTIVITY			
	001167 AT&T MOBILITY	3491-010322	0	2022 4 INV P	206.35 D-020122	191355	287251543491 - SD W
				ACCOUNT TOTAL	206.35		
150	625700			TELEPHONE/POSTAGE			
	001167 AT&T MOBILITY	3491-010322	0	2022 4 INV P	449.56 D-020122	191355	287251543491 - SD W
				ACCOUNT TOTAL	449.56		
				ORG 150 TOTAL	773.74		
155				CITY CLERK			
155	625700			TELEPHONE & POSTAGE			
	000971 PITNEY BOWES GLOBAL	1-25-2022	0	2022 4 INV P	2,000.00 D-020122	191391	#52799301-POSTAGE-C
	001167 AT&T MOBILITY	9424-010322	0	2022 4 INV P	291.93 D-020122	191364	287258869424 - CITY



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
							3,603.25
	001145	ATMOS ENERGY	6889-010422	0 2022 4 INV P	496.31 D-020122	191356 3017116889 - 8691 N	
	002351	COMCAST	1174-010822	0 2022 4 INV P	457.86 D-020122	191367 8396 01 001 0001174	
		ACCOUNT TOTAL					4,557.42
211	626900			TRAVEL & TRAINING			
	006984	TRIAD MARTIAL ARTS I 12022FRNK-13	0	2022 4 INV P	700.00 D-020122	191065 STRATEGIC SELF DEFE	
	015310	ELLIS JONATHAN	1-11-2022	0 2022 4 INV P	336.00 D-020122	191061 VANGUARD SSGT LEVEL	
		ACCOUNT TOTAL					1,036.00
		ORG 211		TOTAL			9,798.10
215		EMERGENCY SERVICES					
215	625700			TELEPHONE/POSTAGE			
	001167	AT&T MOBILITY	8226-010322	0 2022 4 INV A	112.16 D-020122	287311608226- 8691	
		ACCOUNT TOTAL					112.16
		ORG 215		TOTAL			112.16
290		FIRE DEPARTMENT					
290	625700			TELEPHONE & POSTAGE			
	001167	AT&T MOBILITY	3065-122721	0 2022 4 INV P	2,041.79 D-020122	191355 287288053065 - FIRE	
	001234	CENTURYLINK	1249-011022	0 2022 4 INV P	78.40 D-020122	191366 300091249 - PHONES	
		ACCOUNT TOTAL					2,120.19
290	626000			UTILITIES			
	000966	ENTERGY	15007360034	0 2022 4 INV P	992.96 D-020122	191360 15374952 - 6050 ELM	
	000966	ENTERGY	370003548001	0 2022 4 INV P	76.14 D-020122	191369 50134691 - 8945 TUL	
	000966	ENTERGY	380003551645	0 2022 4 INV P	888.25 D-020122	191370 51589596 - 1940 STA	
	000966	ENTERGY	70006996500	0 2022 4 INV P	928.15 D-020122	191360 79401667 - 7980 SWI	
							2,885.50
	001145	ATMOS ENERGY	2695-011422	0 2022 4 INV P	1,060.75 D-020122	191365 3019672695 - 7980 S	
		ACCOUNT TOTAL					3,946.25
290	626900			TRAVEL & TRAINING			
	000966	ENTERGY	115006600202	0 2022 4 INV P	1,501.41 D-020122	191360 15021074 - 6450 GET	
		ACCOUNT TOTAL					1,501.41
		ORG 290		TOTAL			7,567.85



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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2022/1 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
311		PUBLIC WORKS DEPARTMENT									
311	625700	TELEPHONE & POSTAGE									
	001167	AT&T MOBILITY	9041-010322	0	2022	4	INV	P	469.09	D-020122	191364 287251729041 - PUBL
ACCOUNT TOTAL									469.09		
311	626000	UTILITIES									
	000966	ENTERGY	160005379049	0	2022	4	INV	P	1,569.46	D-020122	191388 16833121 - 5813 PEP
	000966	ENTERGY	385004564468	0	2022	4	INV	P	12.01	D-020122	191386 98050180 - 5813 PEP
									1,581.47		
ACCOUNT TOTAL									1,581.47		
ORG 311 TOTAL									2,050.56		
315		CITY TRAFFIC AND STREETS LIGHT									
315	626000	UTILITIES									
	000966	ENTERGY	110006835805	0	2022	4	INV	P	83.75	D-020122	191062 16293359-WHITWORTH
	000966	ENTERGY	110006835835	0	2022	4	INV	P	17.63	D-020122	191062 16344749-SWEET FLAG
	000966	ENTERGY	115006590379	0	2022	4	INV	P	98.17	D-020122	191062 16835019-T L MILLBR
	000966	ENTERGY	115006590382	0	2022	4	INV	P	31.44	D-020122	191062 16850885-AIRWAYS AN
	000966	ENTERGY	135006511670	0	2022	4	INV	P	535.88	D-020122	191388 55245484 - 8935 COM
	000966	ENTERGY	160005379050	0	2022	4	INV	P	7.97	D-020122	191386 16834756 - SOUTH CI
	000966	ENTERGY	160005379051	0	2022	4	INV	P	21.52	D-020122	191386 16837783 - 3005 COL
	000966	ENTERGY	160005379052	0	2022	4	INV	P	26.09	D-020122	191387 16853152 - 488 CHUR
	000966	ENTERGY	160005386078	0	2022	4	INV	P	105.12	D-020122	191387 52482346 - 8355 AIR
	000966	ENTERGY	165006443831	0	2022	4	INV	P	81.32	D-020122	191062 19075704-MS 302 & T
	000966	ENTERGY	165006445735	0	2022	4	INV	P	68.38	D-020122	191062 16713240- CHURCH RD
	000966	ENTERGY	165006445736	0	2022	4	INV	P	36.58	D-020122	191062 16713968- CHURCH RD
	000966	ENTERGY	190005604745	0	2022	4	INV	P	29.56	D-020122	191387 68134584 - HAMILTON
	000966	ENTERGY	1950065195815	0	2022	4	INV	P	81.32	D-020122	191062 110822004- MS 302 @
	000966	ENTERGY	2024355143	0	2022	4	INV	P	68,612.90	D-020122	191389 16836199 - STREET L
	000966	ENTERGY	210004923587	0	2022	4	INV	P	176.30	D-020122	191388 100968049 - 8770 NO
	000966	ENTERGY	215006113899	0	2022	4	INV	P	49.99	D-020122	191387 108163825 - 6145 AI
	000966	ENTERGY	240005035009	0	2022	4	INV	P	20.51	D-020122	191377 16832941 - 5140 TCH
	000966	ENTERGY	250005061622	0	2022	4	INV	P	25.17	D-020122	191387 115078636 - 1989 ST
	000966	ENTERGY	25007216891	0	2022	4	INV	P	22.43	D-020122	191386 91224535 - 992 CHUR
	000966	ENTERGY	25007219312	0	2022	4	INV	P	25.55	D-020122	191377 124065178 - AIRWAYS
	000966	ENTERGY	25007219313	0	2022	4	INV	P	30.97	D-020122	191377 124075086 - AIRWAYS
	000966	ENTERGY	265005676425	0	2022	4	INV	P	82.60	D-020122	191377 16837528 - STATE LI
	000966	ENTERGY	265005676426	0	2022	4	INV	P	32.17	D-020122	191377 16839003 - HIGHWAY
	000966	ENTERGY	290005098633	0	2022	4	INV	P	83.33	D-020122	191360 15556418 - STATE LI
	000966	ENTERGY	290005106334	0	2022	4	INV	P	315.48	D-020122	191388 69086056 - HAMILTON
	000966	ENTERGY	310003573706	0	2022	4	INV	P	25.30	D-020122	191377 19131200 - 8185 GET
	000966	ENTERGY	330003538126	0	2022	4	INV	P	26.19	D-020122	191387 47904040 - 8683 AIR
	000966	ENTERGY	340003521081	0	2022	4	INV	P	35.51	D-020122	191360 153800891 - GOODMAN
	000966	ENTERGY	340003525055	0	2022	4	INV	P	24.53	D-020122	191377 89417232 - 6006 GET
	000966	ENTERGY	340003525071	0	2022	4	INV	P	119.89	D-020122	191377 90253295 - 8507 INV
	000966	ENTERGY	340003525231	0	2022	4	INV	P	42.36	D-020122	191377 147671986 - SE CORN
	000966	ENTERGY	340003525232	0	2022	4	INV	P	42.50	D-020122	191377 147671994 - GOODMAN



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CITY OF SOUTHAVEN
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ACCOUNT/VENDOR INVOICE

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WARRANT

CHECK

DESCRIPTION

000966	ENTERGY	350003524390	0	2022 4 INV A	10.88	D-020122		180865792-STATELINE
000966	ENTERGY	365004744949	0	2022 4 INV P	63.28	D-020122	191360	161881305 - 699 RES
000966	ENTERGY	375004651074	0	2022 4 INV P	35.65	D-020122	191387	68387034 - 249 GOOD
000966	ENTERGY	390003522228	0	2022 4 INV P	22.31	D-020122	191360	16838005 - 4830 AIR
000966	ENTERGY	395004520713	0	2022 4 INV P	4.47	D-020122	191360	16835456 - SOUTHAVE
000966	ENTERGY	40007633013	0	2022 4 INV P	156.26	D-020122	191377	169321593 - 2810 MA
000966	ENTERGY	405004274356	0	2022 4 INV P	81.69	D-020122	191387	61645719 - 7655 AIR
000966	ENTERGY	405004274357	0	2022 4 INV P	136.67	D-020122	191388	61645784 - 7532 SOU
000966	ENTERGY	415004236029	0	2022 4 INV P	26.19	D-020122	191387	58522954 - 6875 AIR
000966	ENTERGY	415004238471	0	2022 4 INV P	11.31	D-020122	191386	89409965 - WSTATES
000966	ENTERGY	440002866238	0	2022 4 INV P	365.97	D-020122	191388	16832230 - 453 AIRP
000966	ENTERGY	440002866240	0	2022 4 INV P	28.78	D-020122	191387	16835951 - STATELIN
000966	ENTERGY	440002866241	0	2022 4 INV P	69.38	D-020122	191387	16839979 - ST LINE
000966	ENTERGY	440002866242	0	2022 4 INV P	15.88	D-020122	191386	16850182 - GREENBRO
000966	ENTERGY	440002866243	0	2022 4 INV P	7.97	D-020122	191386	16850398 - GREENBRO
000966	ENTERGY	460002925359	0	2022 4 INV P	86.89	D-020122	191360	17327354 - SWINNEA
000966	ENTERGY	480002933103	0	2022 4 INV P	28.53	D-020122	191387	63799183 - 6715 HOS
000966	ENTERGY	490002941881	0	2022 4 INV P	27.76	D-020122	191387	69478867 - 6345 AIR
000966	ENTERGY	490002941882	0	2022 4 INV P	22.57	D-020122	191386	59478941 - 6610 AIR
000966	ENTERGY	500001590254	0	2022 4 INV P	21.65	D-020122	191386	145700183 - 2996 CO
000966	ENTERGY	500001591083	0	2022 4 INV P	36.83	D-020122	191377	158165845 - 2719 BR
000966	ENTERGY	50007512460	0	2022 4 INV P	350.75	D-020122	191062	15064967 - ST LT CIT
000966	ENTERGY	510001613877	0	2022 4 INV P	32.55	D-020122	191377	89417216 - 5577 GET
000966	ENTERGY	515003305827	0	2022 4 INV P	21.52	D-020122	191386	19047497 - 951 RASC
000966	ENTERGY	520001588644	0	2022 4 INV P	23.90	D-020122	191386	85056398 - 750 BROO
000966	ENTERGY	520001589691	0	2022 4 INV P	166.81	D-020122	191388	110822012 - STATELI
000966	ENTERGY	530001567701	0	2022 4 INV P	18.70	D-020122	191386	64945074 - 805 RASC
000966	ENTERGY	55006958340	0	2022 4 INV P	50.78	D-020122	191360	150262913 - CHERRY
000966	ENTERGY	570001449777	0	2022 4 INV P	26.09	D-020122	191360	164909244 - GETWELL
000966	ENTERGY	65006898268	0	2022 4 INV P	21.65	D-020122	191386	50881309 - 1005 CHU
000966	ENTERGY	65006898351	0	2022 4 INV P	25.17	D-020122	191387	52730470 - 85 CHURC
000966	ENTERGY	70006990939	0	2022 4 INV P	83.75	D-020122	191387	110821964 - ST LINE
000966	ENTERGY	70006990940	0	2022 4 INV P	65.17	D-020122	191387	110821972 - STATELI
000966	ENTERGY	70006990941	0	2022 4 INV P	69.38	D-020122	191387	110821998 - MISS VA
000966	ENTERGY	70006990942	0	2022 4 INV P	66.40	D-020122	191387	110822038 - RASCO R
000966	ENTERGY	90006903537	0	2022 4 INV P	7.67	D-020122	191386	15540321 - 367 RASC

73,309.62

001105	NORTHCENTRAL ELECTRI	7008-0122	0	2022 4 INV P	4,536.89	D-020122	191064	59247008 - ST LIGHTS

ACCOUNT TOTAL

77,846.51

ORG 315

TOTAL

77,846.51

PARKS DEPARTMENT

411
411 625700 TELEPHONE & POSTAGE

001167	AT&T MOBILITY	1081-010322	0	2022 4 INV P	602.03	D-020122	191355	287265161081 - PARK

013136	AT&T	1874-122821	0	2022 4 INV P	51.11	D-020122	191354	662 280-5138 648 18

ACCOUNT TOTAL

653.14



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YEAR/PERIOD: 2022/1 TO 2022/5		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
411	626000						UTILITIES			
000966	ENTERGY	10015982501	0	2022	4	INV	P	90.39	D-020122	191369 47805247 - 6208 SNO
000966	ENTERGY	110006845684	0	2022	4	INV	P	2,026.12	D-020122	191370 15744642 - 3376 NAI
000966	ENTERGY	110006845685	0	2022	4	INV	P	12.01	D-020122	191369 15744865 - 3566 NAI
000966	ENTERGY	110006848002	0	2022	4	INV	P	974.61	D-020122	191388 123335762 - 800 STO
000966	ENTERGY	115006590380	0	2022	4	INV	P	56.58	D-020122	191062 16836884-CHAPARRAL
000966	ENTERGY	115006590381	0	2022	4	INV	P	258.77	D-020122	191062 16838617-SNOWDEN PA
000966	ENTERGY	115006600282	0	2022	4	INV	P	297.63	D-020122	191370 66074311 - 6208A SN
000966	ENTERGY	115006600283	0	2022	4	INV	P	51.29	D-020122	191369 66762873 - 6275 SNO
000966	ENTERGY	120005452866	0	2022	4	INV	P	233.16	D-020122	191370 20291415 - 3480 SUN
000966	ENTERGY	185006567786	0	2022	4	INV	P	601.40	D-020122	191062 38124624 - CHERRY VA
000966	ENTERGY	185006577412	0	2022	4	INV	P	447.16	D-020122	191370 20892766 - 6070 SNO
000966	ENTERGY	2024364682	0	2022	4	INV	P	266.35	D-020122	191388 171475650- 6650 SNO
000966	ENTERGY	210004919604	0	2022	4	INV	P	3,424.55	D-020122	191370 44368587 - 3335 PIN
000966	ENTERGY	220004985289	0	2022	4	INV	P	7.56	D-020122	191386 127643922 - 7890 GR
000966	ENTERGY	250005061312	0	2022	4	INV	P	168.49	D-020122	191388 15928989 - 8400 GRE
000966	ENTERGY	250005061453	0	2022	4	INV	P	255.49	D-020122	191388 38822441 - 8925 SWI
000966	ENTERGY	260005092343	0	2022	4	INV	P	131.80	D-020122	191369 19046408 - 3025 CAR
000966	ENTERGY	265005676422	0	2022	4	INV	P	47.71	D-020122	191369 16833329 - 3278 MAY
000966	ENTERGY	265005676423	0	2022	4	INV	P	7.56	D-020122	191369 16834020 - GETWELL
000966	ENTERGY	265005676424	0	2022	4	INV	P	258.16	D-020122	191370 16837304 - 6205 SNO
000966	ENTERGY	265005676427	0	2022	4	INV	P	379.20	D-020122	191370 16852006 - 7505 STO
000966	ENTERGY	265005681816	0	2022	4	INV	P	274.46	D-020122	191388 125567883-800 STOWE
000966	ENTERGY	300003579509	0	2022	4	INV	P	3,995.06	D-020122	191388 41111535-7360 US HI
000966	ENTERGY	330003538058	0	2022	4	INV	P	17.80	D-020122	191386 46687588-365 RASCO
000966	ENTERGY	370003544094	0	2022	4	INV	P	52.85	D-020122	191369 31109259 - 7705 TCH
000966	ENTERGY	370003544095	0	2022	4	INV	P	35.38	D-020122	191369 31109317 - 7655 TCH
000966	ENTERGY	370003544096	0	2022	4	INV	P	69.68	D-020122	191369 31109366 - 7625 TCH
000966	ENTERGY	370003544097	0	2022	4	INV	P	62.54	D-020122	191369 31109424 - 7635 TCH
000966	ENTERGY	370003544098	0	2022	4	INV	P	45.47	D-020122	191369 31109473 - 7525 TCH
000966	ENTERGY	370003544099	0	2022	4	INV	P	53.00	D-020122	191369 31109549 - 7535 TCH
000966	ENTERGY	370003544100	0	2022	4	INV	P	45.36	D-020122	191369 31109614 - 7645 TCH
000966	ENTERGY	370003544101	0	2022	4	INV	P	7.56	D-020122	191369 31109648 - 7665 TCH
000966	ENTERGY	370003544102	0	2022	4	INV	P	14.77	D-020122	191369 31109663 - 7735 TCH
000966	ENTERGY	370003544139	0	2022	4	INV	P	7.83	D-020122	191369 22512453 - 6205 GET
000966	ENTERGY	375004652473	0	2022	4	INV	P	117.06	D-020122	191369 74855255 - 6277B SN
000966	ENTERGY	375004652474	0	2022	4	INV	P	7.56	D-020122	191369 74869355 - 6277A SN
000966	ENTERGY	425004191466	0	2022	4	INV	P	7.56	D-020122	191386 45692910-8925 SWINN
000966	ENTERGY	445004073559	0	2022	4	INV	P	525.14	D-020122	191370 18054049 - SNOWDEN
000966	ENTERGY	450002933042	0	2022	4	INV	P	7.56	D-020122	191386 69723351-8925 SWINN
000966	ENTERGY	450002933148	0	2022	4	INV	P	491.75	D-020122	191388 125567875 - 800 STO
000966	ENTERGY	460002927126	0	2022	4	INV	P	25.08	D-020122	191387 117424333 - 1729 BR
000966	ENTERGY	480002936991	0	2022	4	INV	P	7.56	D-020122	191386 16838419-7505 CHERR
000966	ENTERGY	480002936992	0	2022	4	INV	P	618.29	D-020122	191388 16839250- 7505 CHER
000966	ENTERGY	500001591745	0	2022	4	INV	P	24.67	D-020122	191386 56395635-7360 US HI
000966	ENTERGY	505003446619	0	2022	4	INV	P	67.16	D-020122	191062 119242972- 7635 TCH
000966	ENTERGY	55006964822	0	2022	4	INV	P	7.56	D-020122	191369 72820194 - 6305 SNO
								16,584.70		
001145	ATMOS ENERGY	1167-011422	0	2022	4	INV	P	300.61	D-020122	191376 4034951167 - 740 ST



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YEAR/PERIOD: 2022/1		TO 2022/5																			
ACCOUNT/VENDOR				INVOICE		PO		YEAR/PR TYP S				WARRANT		CHECK		DESCRIPTION					
001145 ATMOS ENERGY				2435-011422		0		2022 4 INV P				782.45 D-020122		191381		3019672435 - 8400 G					
001145 ATMOS ENERGY				3076-011422		0		2022 4 INV P				151.55 D-020122		191381		3020713076 - 8925 S					
001145 ATMOS ENERGY				80559-0122		0		2022 4 INV P				259.34 D-020122		191059		4027080559- 3750 FR					
												1,493.95									
001234 CENTURYLINK				200022-11022		0		2022 4 INV P				936.59 D-020122		191357		400200022 - PARKS P					
001234 CENTURYLINK				200373-11022		0		2022 4 INV P				122.81 D-020122		191382		400200373 - FOREVER					
001234 CENTURYLINK				3210-010222		0		2022 4 INV P				146.36 D-020122		191357		465283210 - TENNIS					
												1,205.76									
002351 COMCAST				1174-010822		0		2022 4 INV P				710.80 D-020122		191367		8396 01 001 0001174					
013136 AT&T				1875-DEC282021		0		2022 4 INV P				44.42 D-020122		191058		662 280-0258 535 18					
016529 DIRECTV				18993796X220109		0		2022 4 INV P				87.73 D-020122		191359		18993796 - PARKS (S					
016529 DIRECTV				19027170X220117		0		2022 4 INV P				124.37 D-020122		191385		19027170 - GOLF (SE					
016529 DIRECTV				46471734X220105		0		2022 4 INV P				157.28 D-020122		191060		046471734- 3335 PIN					
												369.38									
ACCOUNT TOTAL												20,409.01									
ORG 411 TOTAL												21,062.15									
511 MUNICIPAL CODE ENFORCEMENT																					
511 611000 MATERIALS																					
010919 TRACTOR SUPPLY CREDI				2037893320		0		2022 4 INV P				215.82 D-020122		191363		MATERIALS-TIDY CATS					
010919 TRACTOR SUPPLY CREDI				2041008100		0		2022 4 INV P				128.29 D-020122		191363		MATERIALS-TIDY CATS					
												344.11									
ACCOUNT TOTAL												344.11									
511 625700 TELEPHONE & POSTAGE																					
001167 AT&T MOBILITY				7723-010322		0		2022 4 INV P				280.40 D-020122		191355		287269097723 - ANIM					
ACCOUNT TOTAL												280.40									
ORG 511 TOTAL												624.51									
902 EXPENSE ACCOUNTS																					
902 620902 FACILITIES MANAGEMENT																					
000966 ENTERGY				190005604697		0		2022 4 INV P				2,468.45 D-020122		191388		681111178 - 8554 NOR					
000966 ENTERGY				205006189119		0		2022 4 INV P				18.82 D-020122		191377		60209269 - 7111 TCH					
000966 ENTERGY				230005023047		0		2022 4 INV P				190.52 D-020122		191388		80540586 - 8889 NOR					
000966 ENTERGY				310003576044		0		2022 4 INV P				418.20 D-020122		191388		130057649 - 7312 HI					
000966 ENTERGY				315005093917		0		2022 4 INV P				19.72 D-020122		191062		17624743-6200 GETWE					
000966 ENTERGY				315005103664		0		2022 4 INV P				812.07 D-020122		191388		16004111 - 8889 NOR					
000966 ENTERGY				315005103672		0		2022 4 INV P				77.66 D-020122		191387		15991573 - 8710 NOR					
000966 ENTERGY				345004871120		0		2022 4 INV P				19.81 D-020122		191360		17623570 - 6052 ELM					



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
000966	ENTERGY	440002866237	0	2022	4	INV P	4,324.37 D-020122	191388	16831992 - 8700 NOR
000966	ENTERGY	65006896356	0	2022	4	INV P	17.51 D-020122	191360	109997221 - 2009 ST
000966	ENTERGY	65006896357	0	2022	4	INV P	20.66 D-020122	191360	109997247 - 165 STA
							8,387.79		
001145	ATMOS ENERGY	4408-010422	0	2022	4	INV P	487.63 D-020122	191059	3018864408-8889 NOR
001145	ATMOS ENERGY	7945-010422	0	2022	4	INV P	2,898.13 D-020122	191059	3015017945- 8710 NO
							3,385.76		
002351	COMCAST	200510-11122	0	2022	4	INV P	284.16 D-020122	191358	8396 40 022 0200510
						ACCOUNT TOTAL	12,057.71		
902	622100					PROFESSIONAL SERVICES			
007507	DESOTO COUNTY ECONOM	1-20-2022	0	2022	4	INV P	21,750.00 D-020122	191368	DONATION FOR LOBBYI
024875	ADP LLC	596732077	0	2022	4	INV P	450.00 D-020122	191380	#1184702-WORKFORCE
035096	REGIONSMART	20220703	0	2022	4	INV P	8,000.00 D-020122	191372	INTERSTATE COMPACT
						ACCOUNT TOTAL	30,200.00		
						ORG 902 TOTAL	42,257.71		
904						LITIGATION			
904	629100					CLAIMS PAYMENTS			
035095	TAYLOR ALBERT K	1-20-2022	0	2022	4	INV P	1,378.00 D-020122	191373	CLAIM - BOARD APPRO
						ACCOUNT TOTAL	1,378.00		
						ORG 904 TOTAL	1,378.00		
=====							=====		
FUND 0010 GENERAL FUND							TOTAL:	167,197.42	
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YEAR/PERIOD: 2022/1 TO 2022/5							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
711			BOND PROJECT EXPENSES				
711	625800		HORN LAKE CREEK BRIDGE REPAIR				
035104 GUSTAFSON TOD	1-26-2022	0	2022 4 INV P	8,000.00 D-020122	191392	GETWELL RD WIDENING	
			ACCOUNT TOTAL	8,000.00			
711	640240		PEDESTRIAN BRIDGE				
001540 MURPHY & SONS, INC. PAYAPP-9		0	2022 4 INV P	124,654.40 D-020122	191379	SNOWDEN PEDESTRIAN	
			ACCOUNT TOTAL	124,654.40			
			ORG 711 TOTAL	132,654.40			
=====				=====			
FUND 0100 BOND FUNDED CAP PROJ				TOTAL:	132,654.40		
=====				=====			



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YEAR/PERIOD: 2022/1 TO 2022/5 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
002351 COMCAST	1174-010822	0	2022 4 INV P	678.10 D-020122	191367 8396 01 001 0001174	
			ACCOUNT TOTAL	22,407.61		
			ORG 825 TOTAL	24,537.11		
=====						
FUND 0400 UTILITY FUND				TOTAL:	24,537.11	
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FY 2022 CLAIMS DOCKET D-020122

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0600				PAYROLL FUND			
0600	214700			GARNISHMENTS			
	021029	CHAPLAINS BENEVOLENC JAN2022-SFD	0	2022 4 INV P	268.00 D-020122		191384 FIRE DEPT. BENEVOLE
	021029	CHAPLAINS BENEVOLENC JAN2022-SPD	0	2022 4 INV P	55.00 D-020122		191383 POLICE DEPT. BENEVO
					323.00		
				ACCOUNT TOTAL	323.00		
0600	215700			MS CREDIT UNION			
	001407	MS PUBLIC EE CR UN JANUARY2022	0	2022 4 INV P	5,578.42 D-020122		191390 EMPLOYEE CREDIT UNI
				ACCOUNT TOTAL	5,578.42		
0600	216106			ID THEFT/PREPD LEGAL			
	014191	PRE-PAID LEGAL SERVI 1052022	0	2022 4 INV P	2,704.80 D-020122		191362 PREPAID LEGAL SERVI
				ACCOUNT TOTAL	2,704.80		
				ORG 0600 TOTAL	8,606.22		
=====					=====		
FUND 0600 PAYROLL FUND					TOTAL:	8,606.22	
=====					=====		

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YEAR/PERIOD: 2022/1 TO 2022/5							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
701			DEBT SVC EXPENSES				
701	650101		PRINCIPAL PAYMENT-NOTE				
013790 HANCOCK BANK	40101	0	2022 4 DIR P	170,000.00 W-020122	56985	G/O BONDS SERIES 20	
			ACCOUNT TOTAL	170,000.00			
701	650401		GEN OB INTEREST				
013790 HANCOCK BANK	40101	0	2022 4 DIR P	19,958.25 W-020122	56985	G/O BONDS SERIES 20	
			ACCOUNT TOTAL	19,958.25			
		ORG 701	TOTAL	189,958.25			
=====				=====			
FUND 0300 DEBT SERVICE				TOTAL:	189,958.25		
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FY 2022 CLAIMS DOCKET W-020122

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
811				UTILITY EXPENSE ACCOUNTS			
811	650101			PRINCIPAL PAYMENT-NOTE			
	002242 TRUSTMARK NATIONAL B	40102	0	2022 4 DIR P	980,000.00 W-020122	56986	W/S BONDS SERIES 20
	013790 HANCOCK BANK	40101	0	2022 4 DIR P	170,000.00 W-020122	56985	G/O BONDS SERIES 20
				ACCOUNT TOTAL	1,150,000.00		
811	650401			BONDS REDEEM GNL OB INT			
	002242 TRUSTMARK NATIONAL B	40102	0	2022 4 DIR P	222,525.00 W-020122	56986	W/S BONDS SERIES 20
	013790 HANCOCK BANK	40101	0	2022 4 DIR P	19,958.25 W-020122	56985	G/O BONDS SERIES 20
				ACCOUNT TOTAL	242,483.25		
				ORG 811 TOTAL	1,392,483.25		
=====					=====		
FUND 0400 UTILITY FUND					TOTAL:	1,392,483.25	
=====					=====		



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET W-020122

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0600	PAYROLL FUND						
0600	214300			EMPLOYEE MEDICAL INSURANCE			
	031228	UNITEDHEALTHCARE INC 649140724285	0	2022 4 DIR P	301,096.28	W-020122	56988 FEBRUARY 2022 MEDIC
				ACCOUNT TOTAL	301,096.28		
0600	214900			DEFERRED COMPENSATION			
	002311	EMPOWER RETIREMENT 964523538	0	2022 4 DIR P	7,034.72	W-020122	56982 JAN. 14, 2022 PAYRO
	002311	EMPOWER RETIREMENT 966418884	0	2022 4 DIR P	3,393.50	W-020122	56984 JAN. 21, 2022 PAYRO
					10,428.22		
				ACCOUNT TOTAL	10,428.22		
0600	215101			CAF-PRETAX MEDICAL			
	022644	CORPORATE PLANNING 1-19-2022	0	2022 4 DIR P	5,004.00	W-020122	56983 JAN. 21, 2022 FSA/D
	022644	CORPORATE PLANNING 1-26-2022	0	2022 4 DIR P	1,598.81	W-020122	56987 JANUARY 21, 2022 FS
					6,602.81		
				ACCOUNT TOTAL	6,602.81		
0600	215102			DENTAL INSURANCE PREMS			
	031228	UNITEDHEALTHCARE INC 649140724285	0	2022 4 DIR P	15,932.77	W-020122	56988 FEBRUARY 2022 MEDIC
				ACCOUNT TOTAL	15,932.77		
0600	215105			VISION			
	031228	UNITEDHEALTHCARE INC 649140724285	0	2022 4 DIR P	3,839.24	W-020122	56988 FEBRUARY 2022 MEDIC
				ACCOUNT TOTAL	3,839.24		
				ORG 0600 TOTAL	337,899.32		
=====					=====		
FUND 0600 PAYROLL FUND					TOTAL:	337,899.32	
=====					=====		

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18.

Executive Session

Claims/Litigation against SPD and Infrastructure;
City-wide Personnel; Economic Development