



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
February 15, 2022
6:00 PM
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval of Minutes: February 1, 2022**
- 5. Contract Renewal with Waste Connections, Inc.**
- 6. Professional Services Contract with Facilities Performance Group, LLC**
- 7. Resolution for IT Surplus**
- 8. Professional Services Contract with Argo Entertainment, LLC**
- 9. Acceptance of Bid for SPD Uniforms**
- 10. Resolution for Delinquent Sanitation Fees**
- 11. Starlanding Wells Bid**
- 12. Resolution to Clean Private Property**
- 13. Planning Agenda: Item #1 Application by Philip Gould for a Conditional Use Permit to allow a full service spa to be located at 35 Goodman Road, Suite K, on the west side of Airways Blvd., south of Goodman Road**
- 14. Mayor's Report**
- 15. Personnel Docket**
- 16. City Attorney's Legal Update**
- 17. Utility Bill Adjustment Docket**
- 18. Claims Dockets: Docket 1
Docket 2**
- 19. Executive Session: SPD Personnel; Land Acquisition for Getwell Road Widening; Litigation regarding SPD and Infrastructure; City-wide Personnel; Economic Development**

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

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MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
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.

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MINUTES OF THE REGULAR MEETING OF February 1, 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 1st day of February, 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	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Also present were Mayor Musselwhite, Andrea Mullen, City Clerk, and Nick Manley, City Attorney. Approximately twenty (20) other people were present. Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer followed by the Pledge of Allegiance led by Alderman Payne.

EXECUTIVE SESSION – SPD PERSONNEL

A motion was made by Alderman Gallagher to move for a closed determination of the issue on whether or not to declare an Executive Session. Motion was put to vote and passed unanimously. Alderman Hoots made the motion to go into Executive Session for the purpose of discussing SPD Personnel. Motion was seconded by Alderman Jerome. Motion was put to vote and passed unanimously.

The Board considered the two-day unpaid suspension of Terreous Johnson. After hearing of the actions of Mr. Johnson as documented in his personnel file and based on the recommendation of the Southaven Police Chief, a motion was made by Alderman Wheeler to suspend Mr. Johnson unpaid for two days. The motion was seconded by Alderman Flores. The Mayor called for a roll call vote:

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

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Alderman Flores

YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 1st day of February, 2022.

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

Next, a motion was made by Alderman Hoots to approve the minutes of the Regular Meeting of January 18, 2022 with any corrections, deletions, or additions necessary. Motion was seconded by Alderman Payne. Motion was put to a vote and passed unanimously.

RESOLUTION FOR ARPA FUNDS

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

Mr. Manley stated that this resolution will authorize acceptance of the ARPA funds along with providing the authority to spend the funds on "governmental services". The Department of Treasury's 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. This resolution authorizes the City to select the standard amount of revenue loss option and use the standard allowance in the amount of \$7,604,974.00 for "government services" as allowed by the Final Rule. The "government services" includes a variety of eligible uses including, road building and maintenance, and other infrastructure, environmental remediation, and purchase of fire trucks and police vehicles. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:

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

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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.

Following the reading of the foregoing resolution, Alderman Flores made the motion to adopt the Resolution and Alderman Wheeler 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: YES
Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 1st day of February, 2022.

AUTHORIZATION FOR PARKS DEPARTMENT TO SEEK BIDS AND REQUEST FOR PROPOSALS

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

Mr. Manley stated that as part of the construction at the amphitheater, the City Parks Department needs to seek bids for kitchen equipment and proposals for point of sale services. After the bids and proposals are received, the lowest bid and best proposal will be presented to the Board for approval. Alderman Flores made the motion to authorize the Parks Department to advertise for bids and request for proposals. Motion was seconded by Alderman Payne.

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 1st day of February, 2022.

WASTE CONNECTIONS CONTRACT RENEWAL – RICK WEST & LINDSEY MATSEK PRESENT FOR QUESTIONS

Mr. West with Waste Connections gave an update on current services that are being offered. Mr. West explained that they had to do a reroute due to growth and by doing so, will create another route. Additional equipment will be purchased or rented in the Spring to keep up with this growth. Mr. West stated that recently, Waste Connections purchased Team Waste adding an additional 150 employees. They have increased wages and invested in artificial intelligence with their camera system that gives six (6) views inside and outside cabin and is stored for 72 hours. There was some discussion about challenges and ways to improve. Mayor Musselwhite thanked Mr. West for updating the Board. No action was taken at this meeting.

A copy of the proposed contract renewal is attached and fully incorporated into these minutes,

RESOLUTION FOR BOND SALE TO MISSISSIPPI DEVELOPMENT BANK NOT TO EXCEED \$10 MILLION

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

Mr. Manley stated that this resolution will set forth the form and details for the bond issuance. Also, it authorizes the sale to the MDB, which includes the form and execution of the MDB Agreement. In addition, it authorizes the distribution of the preliminary official statement and final official statement in connection with the sale and issuance of the MDB Bonds, which will not exceed \$10 million. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:

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,

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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.

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"**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.

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"**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.

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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

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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

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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:

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(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.

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(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

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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,

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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.

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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

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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

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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;

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(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.

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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

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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.

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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

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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

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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.

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

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 1st day of February 2022.

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

Exhibits A, B, C, and D are attached to these minutes.

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APPROVAL OF GREENBROOK LAKE HOA ACCESS

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

Mr. Manley stated that Greenbrook Lake HOA needs to perform repair to the dam that is maintained by the HOA. As part of the repair work, the HOA is receiving funds from MDEQ, who is requiring a letter from the City authorizing access. The letter will also set forth the conditions by the HOA for the access. Alderman Gallagher made the motion to authorize Wes Brown to sign the authorization letter and approve access to Greenbrook Lake HOA to perform repairs to the dam. Motion was seconded by Alderman Kelly.

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 1st day of February, 2022.

A copy of the letter agreement is attached and fully incorporated into these minutes.

PLANNING AGENDA

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

Item #1 Application by Will Patton for subdivision approval of the Patton Office Subdivision on the southwest corner of Getwell Road and College Road

Mrs. Choat-Cook stated that 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. This application was tabled at the December hearing to determine the location of any access points on Getwell Road. After

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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. Alderman Flores made the motion to approve the application by Will Patton. Motion was seconded by Alderman Wheeler.

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 1st day of February, 2022.

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

Item #2 Application by Silo Square, LLC for subdivision approval for Silo Square Commercial Subdivision, lots 11 and 12

Mrs. Choat-Cook stated that 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. 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. Alderman Flores made the motion to approve the application by Silo Square, LLC. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

ALDERMAN	VOTED
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Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	RECUSED
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 1st day of February, 2022.

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

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

Mrs. Choat-Cook stated that 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. Building elevations and landscaping plan were submitted. Mrs. Choat-Cook stated that 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. Alderman Flores made the motion to approve the application by Silo Square, LLC with the stated comments. Motion was seconded by Alderman Kelly.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	RECUSED
Alderman Flores	YES

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Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 1st day of February, 2022.

A copy of the staff report and building elevations is attached and fully incorporated into these minutes.

TEMEKI BOYCE, CITIZEN

Ms. Boyce stated that she is a licensed cosmetologist that performs non-surgical stitch hair replacement and explained that her type of business is different from other salons. Ms. Boyce stated that she found a location for her business, but the ordinance will not allow for her to be within a certain radius of another salon and she asked for consideration for the type of work performed. Mayor Musselwhite stated that they could not differentiate what is classified as a salon because there are so many types and recommended that she work with a realtor. Mrs. Choat-Cook stated that she and her office have been working with Ms. Boyce to help her find a location that is zoned appropriately. Alderman Wheeler asked Ms. Boyce to contact him and he would get her in touch with a realtor. Ms. Boyce agreed to contact him and thanked the Board for allowing her to come forward.

MAYOR'S REPORT

Surplus of Firearm in Recognition of Mark Little's Retirement

This resolution will authorize surplus of Mark Little's firearm in recognition of his retirement under the state retirement system. The Board of Alderman considered the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI
PRESENTING DEPUTY CHIEF MARK LITTLE
HIS SERVICE WEAPON IN RECOGNITION OF HIS RETIREMENT**

WHEREAS, the City of Southaven Police Department and City Board of Aldermen hereby desire to honor Deputy Chief Mark Little by presenting to him his service firearm, a Glock model 43, 9mm caliber, serial #66A534798 ("Weapon"), and

WHEREAS, after many years of serving the City and public, Deputy Chief Little is retiring under a state retirement system; and

WHEREAS, in accordance with Mississippi Code Section 45-9-131, it has been recommended to the Mayor and Board of

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Aldermen that this Weapon be sold to Deputy Chief Mark Little for one dollar in recognition of his retirement and service to the City of Southaven, and

WHEREAS, the Mayor and Board of Aldermen hereby authorize that the Weapon as described above be provided to Deputy Chief Mark Little.

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

1. The Weapon be provided to Deputy Chief Mark Little for One Dollar.
2. The Mayor and/or Police Chief are hereby authorized to take all actions to effectuate the intent of this Resolution.

Motion was made by Alderman Hoots and seconded by Alderman Flores, for the Resolution, and the question being put to a vote:

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

RESOLVED AND DONE, this 1st day of February, 2022.

Entergy Update

Mayor Musselwhite stated that citizens commonly contact the City in regards to street lights. Mayor Musselwhite explained that in the City of Southaven, Entergy owns and services the poles, not the City. Mayor Musselwhite stated that he and Bradley Wallace met with Entergy requesting to improve service time. Entergy has been very responsive to this request and have been doing tremendously better. Mayor Musselwhite asked that Citizen's use email, website, or the My Entergy App to help with reporting outages to Entergy to assist with getting the lights back on faster.

Beautification Update

Mayor Musselwhite stated that they are always working on ways to improve beautification in the City. Littering on roadways coming from sanitation trucks that are not properly covered is a major issue in the City and they are looking for a way to

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solve the problem. Mayor Musselwhite gave a courtesy announcement that they are going to start issuing tickets to sanitation truck drivers that are not properly covered. Mayor Musselwhite stated that they will be looking for other ways to enforce this, including reaching out to neighboring cities. Mayor Musselwhite stated that he will report back to the Board on the progress.

PERSONNEL DOCKET

Personnel

Docket

February 1,
2022

New Hires	Department	Position Title	Start Date	Rate of Pay
** Matthew Standford	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
<i>Police</i>				\$94,500
Brent Vickers	Major	Deputy Chief of Police	1/31/2022	.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
<i>Fire</i>				
Michael Johnson	Fire Inspector I	Fire Inspector II/Investigator	2/7/2022	\$27.92

Stipends	Type of Stipend	Effective Date	Yearly Amount
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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
				\$94,500.00
Mark Little	Police	Deputy Chief of Police	2/1/2022	.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
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Parks & Parks Tournaments

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

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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 Golf	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	GROUNDS 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	GROUNDS CREW	1/31/2022	\$7.25	\$9.50
Garrett Coleman	GROUNDS 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	GROUNDS 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	GROUNDS 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

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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	GROUNDS 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	GROUNDS CREW	1/31/2022	\$7.25	\$9.50
Gene Summers	TOURN GATES	1/31/2022	\$7.50	\$9.75
Thomas Swazer	GROUNDS 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	GROUNDS CREW/Custodian	1/31/2022	\$10.00	\$12.25
Nathan Watts	GROUNDS 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

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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 McClelland	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	GROUNDS 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 Concession	1/28/2022	\$7.50
Sarah Eason	Supervisor	1/28/2022	\$8.00
Stephanie Branson Hill	Data Entry	1/28/2022	\$10.00

Alderman Payne made the motion to approve the Personnel Docket of February 1, 2022 as presented to this Board. Motion was seconded by Alderman Hoots.

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

Minutes, City of Southaven, Southaven, Mississippi

Alderman Flores YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 1st day of February, 2022.

CITY ATTORNEY'S LEGAL UPDATE

FY2021 CONTINUING DISCLOSURE ENGAGEMENT LETTER

Mr. Manley stated that the SEC requires that the City provide on an annual basis certain financial information and data to the Municipal Securities Rulemaking Board via the electronic format required by SEC. This engagement letter will authorize Butler Snow to work with Edi McIlwain to compile the information and for Butler Snow to serve as the Dissemination Agent for filing of the information for fiscal year 2021. Alderman Flores made the motion to authorize Mayor Musselwhite to sign the engagement letter. Motion was seconded by Alderman Kelly.

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 1st day of February, 2022.

A copy of the engagement letter is attached and fully incorporated into these minutes.

UTILITY BILL ADJUSTMENT DOCKET

UTILITY BILL LEAK ADJUSTMENT DOCKET 02/01/22

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

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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)	

A motion was made by Alderman Payne to approve the Utility Bill Adjustment Docket of February 1, 2022 in the amount of \$5,857.85. 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 1st day of February, 2022.

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of February 1, 2022 in the amount of \$3,773,623.79. Motion was seconded by Alderman Flores.

Minutes, City of Southaven, Southaven, Mississippi

Excluding voucher numbers:

373009,373011,373014,373030,373090,373253,373269,373274,373278,373318,
373329,373350,373359,373434,373436,373488,373508,373565

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 and approved for payment on the 1st day of February, 2022.

EXECUTIVE SESSION

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

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Kelly to adjourn. Motion was seconded by Alderman Gallagher. Motion was put to a vote and passed unanimously February 1, 2022 at 8:20 p.m.

Darren Musselwhite,
Mayor

Andrea Mullen,
City Clerk
(Seal)

All exhibits and attachments are electronically filed in the City Clerk's Office.

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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 Flores made the motion to adopt the Resolution and Alderman Wheeler 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: YES
Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 1st day of February, 2022.


DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



**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:

Andree Mullen
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.



Andrew Mullen
City Clerk

[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.

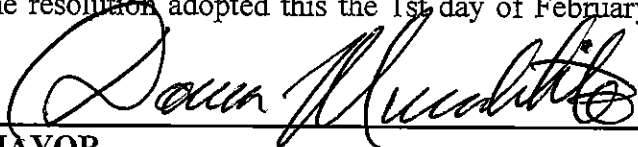
SECTION 37. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal 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 Flores seconded by Board Member Wheeler and was adopted by the following roll call vote, to wit:

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 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:

Bank: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, MS 39202
Attention: Executive Director

Trustee: The Peoples Bank
758 Vieux Marche Mall
Biloxi, MS 39530-3820
Attention: Corporate Trust Department

Underwriter: Raymond James & Associates, Inc.
1100 Ridgeway Loop, 3rd Floor
Memphis, TN 38120
Attention: Municipal Finance

City: 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)

Information Checklist FY 2021 Continuing Disclosure
Water & Sewer System
City of Southaven, MS

Please revise the highlighted information for fiscal year 2021 as applicable:

Rate Structure

The existing Utility Rates, effective October 1, 2021, are summarized below:

Residential Rates:

Water: \$2.41 per 100 cubic feet
Sewer: \$2.47 per 100 cubic feet

Other Residential Fees:

¾" Tap Fee: \$700.00
1" Tap Fee: \$800.00
2" Tap Fee: \$1,500.00
Irrigation Tee: 1" - \$350.00; ¾" - \$300.00
Cut-Off Fee: \$25.00
Pull Meter Fee: \$75.00

Commercial Rates:

Water: \$3.21 per 100 cubic feet
Sewer: \$3.70 per 100 cubic feet

Other Commercial Fees:

¾" Tap Fee: \$950.00
1" Tap Fee: \$1000.00
1 ½" Tap Fee: \$1,300
2" Tap Fee: \$1,900.00
3" Tap Fee: \$2,100.00
4" Tap Fee: \$4,000.00
6" Tap Fee: \$6,000.00
Cut-Off Fee: \$25.00
Pull Meter Fee: \$75.00

Sewer Tap Fees:

Inside Basin: \$1,400.00
Outside Basin: \$2,050.00

Fire Tap Fees:

8" Water Line or smaller: \$1,000.00
10" Water Line or larger: \$2,000.00

Information Checklist FY 2021 Continuing Disclosure
 Water & Sewer System
 City of Southaven, MS

Please revise the highlighted information for fiscal year 2021 as applicable

FY 2021 LARGEST SYSTEM USERS

Name	Water (gallons monthly)	Sewer (gallons monthly)
TILDEN FUNDAMENTAL LEGACY CROSSING	1,832,600	1,832,600
SOUTHCREST APARTMENTS	935,000	935,000
DESOTO HEALTHCARE INC	445,060	445,060
THOMAS & BETTS	617,100	617,100
BAPTIST MEMORIAL HEALTH C	3,702,600	3,702,600
ASSOCIATED WHOLESALE	1,765,280	1,069,640
DIVERSI CARE SOUTHAVEN	1,111,528	1,111,528
SOUTH PARK APARTMENT	785,400	785,400
TOWN SQUARE B INVESTORS, LLC	504,900	504,900
TILDEN FUNDAMENTAL LEGACY CROSSING	1,832,600	1,832,600

The outstanding debt of the System is listed below (Please update or verify balances as of March 1, 2022):

Bonds Outstanding	Outstanding Principal
Water & Sewer Revenue Refunding Bonds (05/03/16)	\$ 8,780,000
Combined Water & Sewer System Revenue Bonds (12/03/20)	4,330,000
Total Bonds:	\$13,110,000
SRF and DWI Loans	
DWI 01	205,122
DWI 02	192,802
DWI 03	222,118
DWI 04	370,783
DWI 05	427,843
DWI 06	1,122,016
DWI 07	590,238
DWI 08	1,039,277
SRF	2,988,168
SRF	5,312,580
SRF	998,892
Total Loans:	

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 Amount¹	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.

	Fiscal Year Ended September 30				
	2021	2020	2019	2018	2017
General Obligation Bonded Debt					
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.

City of Southaven
Office of Parks and Recreation

Wesley Brown
Director



3335 Pine Tar Alley
Southaven, MS 38672
662-890-7275
www.southaven.org

VIA E-MAIL

Greenbrook Lake HOA

Attn: Ken Loftis

**Re: City of Southaven/Greenbrook Lake HOA Letter Agreement for Construction
Access of Chapperal Park**

Dear Mr. Loftis:

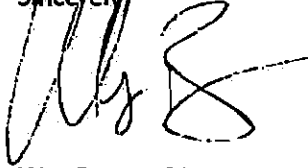
This correspondence shall serve as the Letter Agreement ("Agreement") between the City of Southaven ("City") and Greenbrook Lake HOA ("HOA") for HOA construction access through Chapperal Park ("Park") for the limited purpose of repair to the Greenbrook Dam. Before construction access of the Park is utilized 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.

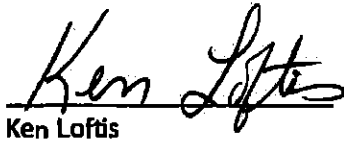
The HOA shall indemnify and hold harmless the City from any and all claims, liability, suits, injuries, and damage from the construction access to the Park.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wes Brown', written in a cursive style.

Wes Brown, Director

Acknowledged and Agreed:

A handwritten signature in black ink, appearing to read 'Ken Loftis', written in a cursive style.

Ken Loftis

President of Greenbrook Lake HOA

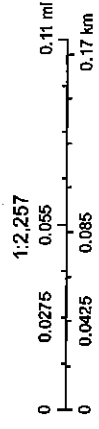
**City of Southaven
Office of Planning and Development
Subdivision Staff Report**



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:	
<p>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.</p>	
Staff Recommendations:	
<p>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.</p> <p>The submittal is compliant with all bulk regulations set forth in the ordinance and subdivision regulations regarding commercial subdividing.</p> <p>Staff has no further comments and recommends approval.</p>	



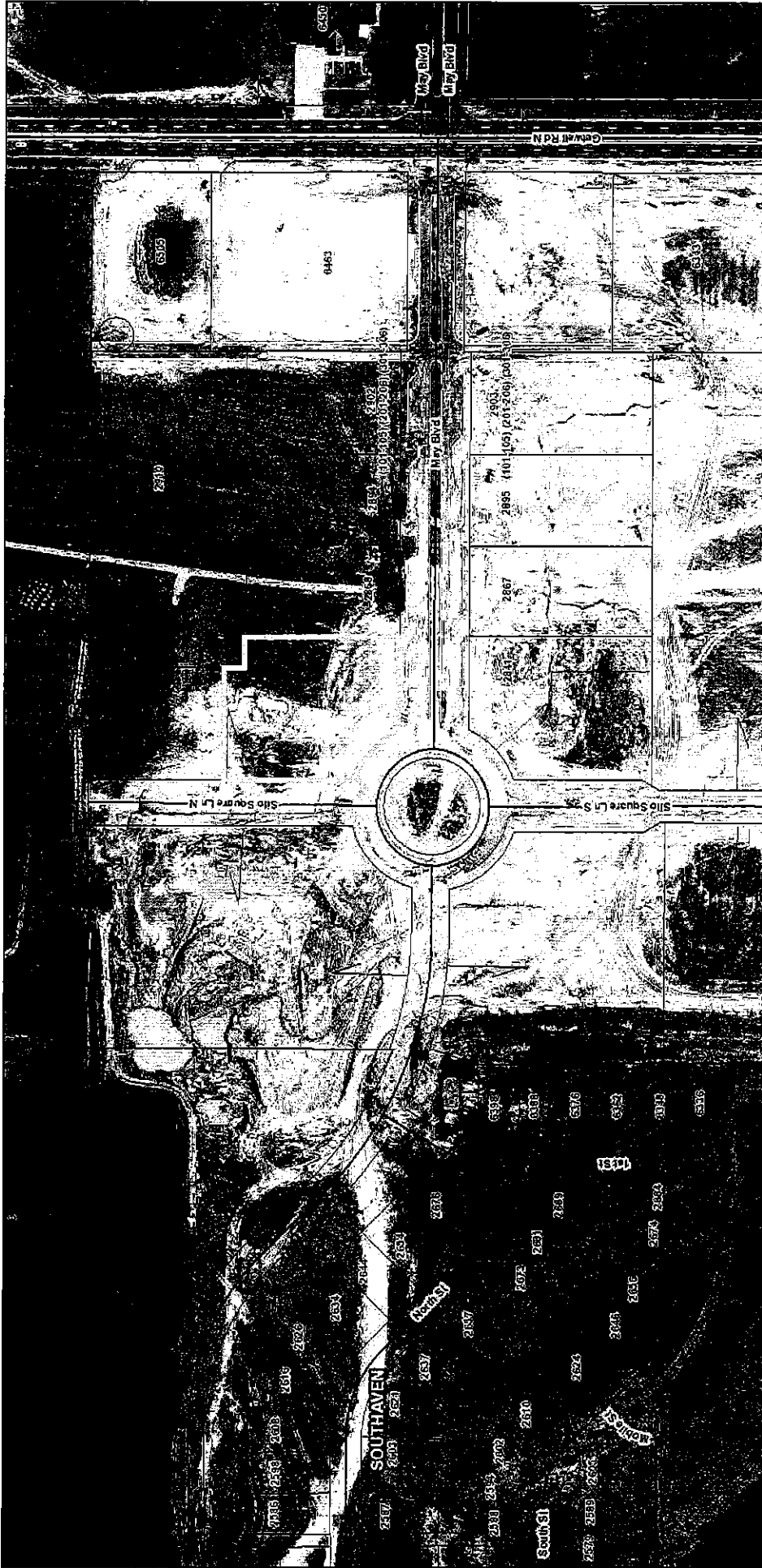
December 3, 2021



City of Southaven
Office of Planning and Development
Subdivision Staff Report

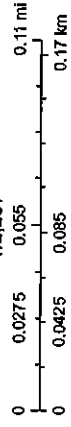


Date of Hearing:	January 31, 2022
Public Hearing Body:	Planning Commission
Applicant:	Lifestyle Communities, LLC
Total Acreage:	1.356 acres
Existing Zone:	PUD (Silo Square)
Location of Subdivision Application	West side of Getwell Road, north of May Blvd.
Comprehensive Plan Designation:	Mixed Use
Staff Comments:	
<p>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.</p>	
Staff Recommendations:	
<p>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.</p>	
<p>Staff has no comments and recommends approval.</p>	



January 20, 2022

1:2,257



**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 OF THE CITY OF SOUTHAVEN, MISSISSIPPI, AND 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

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 SHOWN THEREON AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EVERETTE D. WEST, M., 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 _____, 20____ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK _____, PAGE _____.

CHANCERY COURT CLERK

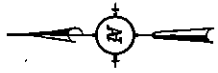


WEST SURVEYING, LLC.

35 Conner Avenue (901) 485-7616
Holly Springs, MS 38635 westsurveying@gmail.com

REVISIONS	SHEET NO.
SURVEY: EW	1
DRAWN: EW	
CHRD:	
DATE: JANUARY 17, 2022	

○ FS = FINISH CORNER
● SC = SET CORNER



BEARINGS RELATIVE TO MISSISSIPPI
STATE PLANE COORDINATE SYSTEM.



NOTES.

- BEARINGS REFERRED BY GPS AND BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM. WEST ZONE, HAD 43 US FOOT. AZIMUTH ORIENTATION IS 0.999998284 AND NORTH CONVERGENCE ANGLE 00.0352". SCALE FACTOR = 0.999998284.
- DEVIANCES AND CORRECTIONS SHOWN ARE GRID VALUES. US SURVEY FEET, MISSISSIPPI STATE PLANE COORDINATES, WEST ZONE, NAD 83 DATUM.
- FIELD SURVEY COMPLETED, JANUARY 17, 2022.
- THIS IS A CLASS "B" SURVEY.
- 1/2" REBAR SET AT ALL CORNERS UNLESS NOTED.
- THIS PROPERTY IS NOT LOCATED IN A HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 2403320078H, DATED MAY 5, 2014.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY RIGHTS WHICH MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
- NO EASEMENTS, ETC. WERE FOUND TO AFFECT THIS SURVEY. ALL EASEMENTS, ETC. WERE PROVIDED BY THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAVE ONLY 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 918, PAGE 356, 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 2,533.64 FEET TO A POINT; THENCE NORTH 00 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 89 DEGREES 00 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 127.14 FEET, AN ARC OF 133.92 FEET, AN INTERCEPT BEING 133.92 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; THENCE ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 220.39 FEET TO A SET 1/2" REBAR; THENCE NORTH 00 DEGREES 00 MINUTES 00 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.

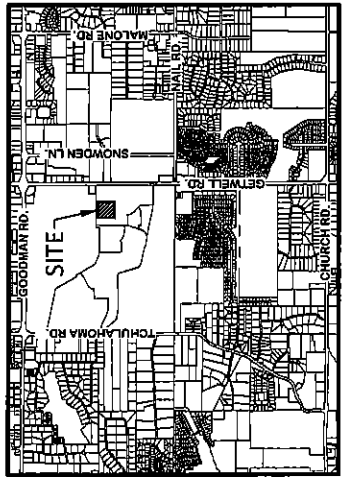
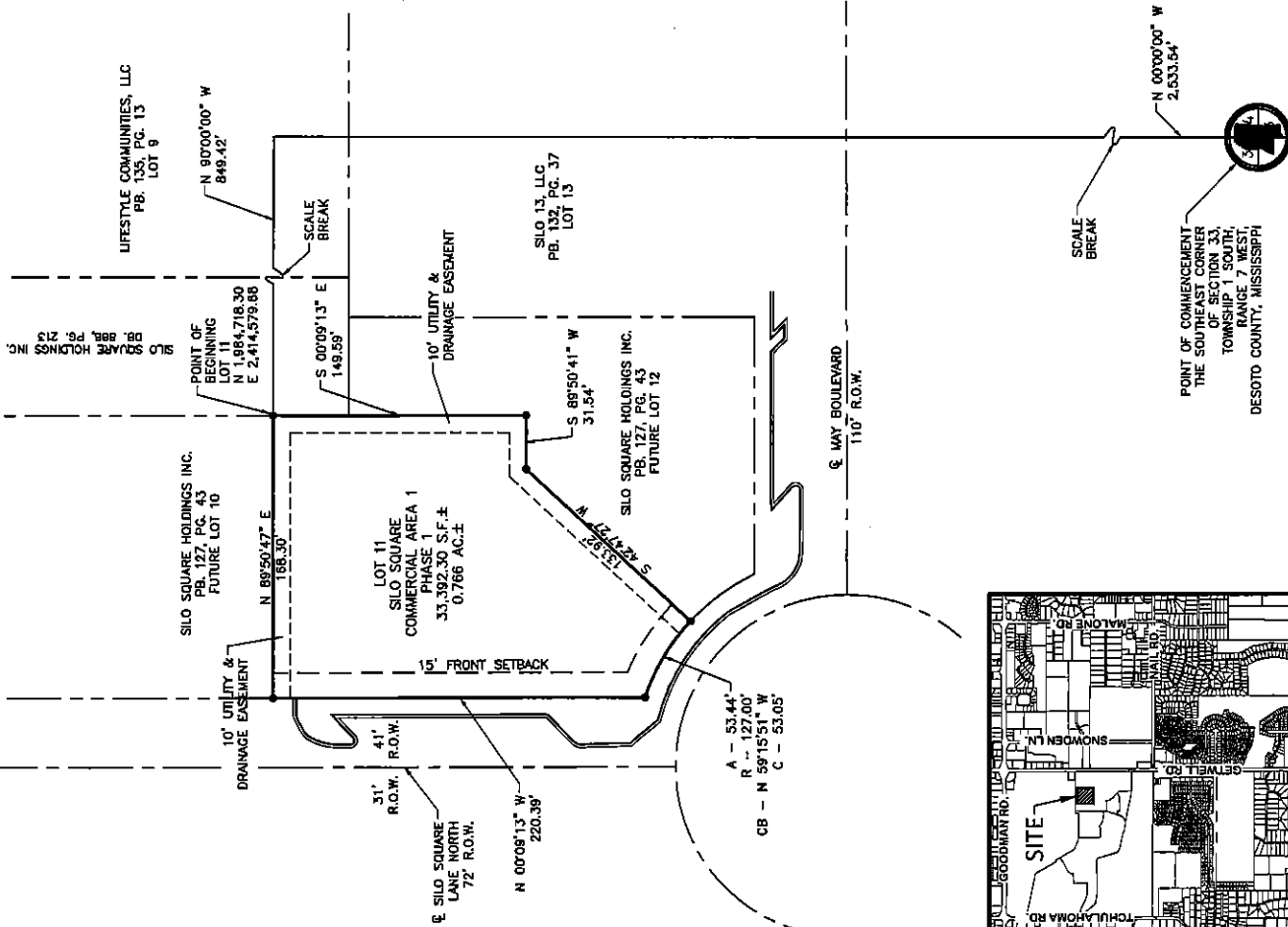
THIS IS TO CERTIFY THAT THIS PLAN WAS DRAWN FROM A GROUND SURVEY MADE BY THE SURVEYOR, AND THAT THE DIMENSIONS OF THE PHYSICAL FEATURES FOUND AND SHOWN ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EVERETTE WEST, MS PLS #224
 WEST SURVEYING, LLC
 35 CORNER AVENUE
 HOLLY SPRINGS, MISSISSIPPI
 (601) 485-7618
 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



VICINITY MAP
 N.T.S.

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. I 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 AS THE SAME ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EVERETTE D. WEST, M. P.L.S. #2234

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 SUBMISSION 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

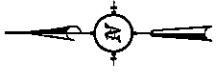


WEST SURVEYING, LLC.

35 Conner Avenue (901) 485-7616
 Holly Springs, MS 38635 westsurveying@gmail.com

REVISIONS	SURVEYED BY	SHEET NO.
	DRAWN BY	1
	DATE	JANUARY 17, 2022

○ FC = FOUND CORNER
● SC = SET CORNER



BEARINGS RELATIVE TO MISSISSIPPI
STATE PLANE COORDINATE SYSTEM.

NOTES:

- BEARINGS REFERENCED BY Q'S AND BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, HAD TO US FOOT, AZIMUTH ORIENTATION IS 90 DEGREES AND NORTH, CONVERSION ANGLE 00°19'33". SCALE FACTOR = 0.99982934.
- DEFINITIONS AND ABBREVIATIONS SHOWN ARE OLD VALUES, US SURVEY FEET, MISSISSIPPI STATE PLANE COORDINATES, WEST ZONE, HAD TO US UNIT.
- FIELD SURVEY COMPLETED: JANUARY 17, 2022.
- THIS IS A CLASS "B" SURVEY.
- 1/2" REBAR SET AT ALL CORNERS UNLESS NOTED.
- THIS PROPERTY IS NOT LOCATED IN A FLOOD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 22063J00019H, DATED MAY 5, 2014.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOGS RELATING TO ANY ABSTRACT THAT MIGHT BE DISCOVERED BY AN ABSTRACTOR OR TITLE SEARCH OF THE PROPERTY.
- NO DEEDS, EASEMENTS, ETC. WERE RECORDED TO WEST SHAWNEE, LLC. THE HAZARD AREA IS NOT RECORDED. THE SURVEY IS MADE TO THE BEST OF THE SURVEYOR'S KNOWLEDGE AND 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 12

BEING A TRACT OF LAND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESETO COUNTY, MISSISSIPPI AND BEING A PORTION OF THE SILO SQUARE HOLDINGS, LLC PROPERTY RECORDED IN DEED BOOK 816, PAGE 254, 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 NORTH 00°00'00" W ALONG THE RIGHT-OF-WAY OF MAY BOULEVARD THENCE SOUTH 68 DEGREES 50 MINUTES 47 SECONDS WEST ALONG SAID NORTH-OF-WAY FOR A DISTANCE OF 153.33 FEET TO A SET 1/2" REBAR, THENCE CONTINUE ALONG SAID NORTH-OF-WAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 127.00 FEET, ARC LENGTH OF 47.42 FEET, CHORD BEING 103.00 FEET TO A SET 1/2" REBAR; THENCE NORTH 133.87 FEET TO A SET 1/2" REBAR; THENCE NORTH 44 DEGREES 47 MINUTES 27 SECONDS EAST ALONG SAID NORTH-OF-WAY FOR A DISTANCE OF 34.44 FEET TO A SET 1/2" REBAR; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 153.33 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 (247,248.30 S.F.) MORE OR LESS.

THIS PROPERTY IS SUBJECT TO ALL CODES, REGULATIONS, REVENUES, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

ALL BEARINGS REFERENCED TO MISSISSIPPI STATE PLANE COORDINATES.

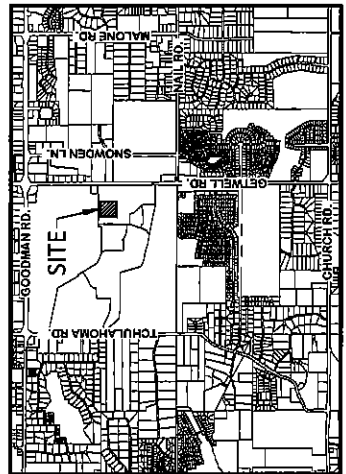
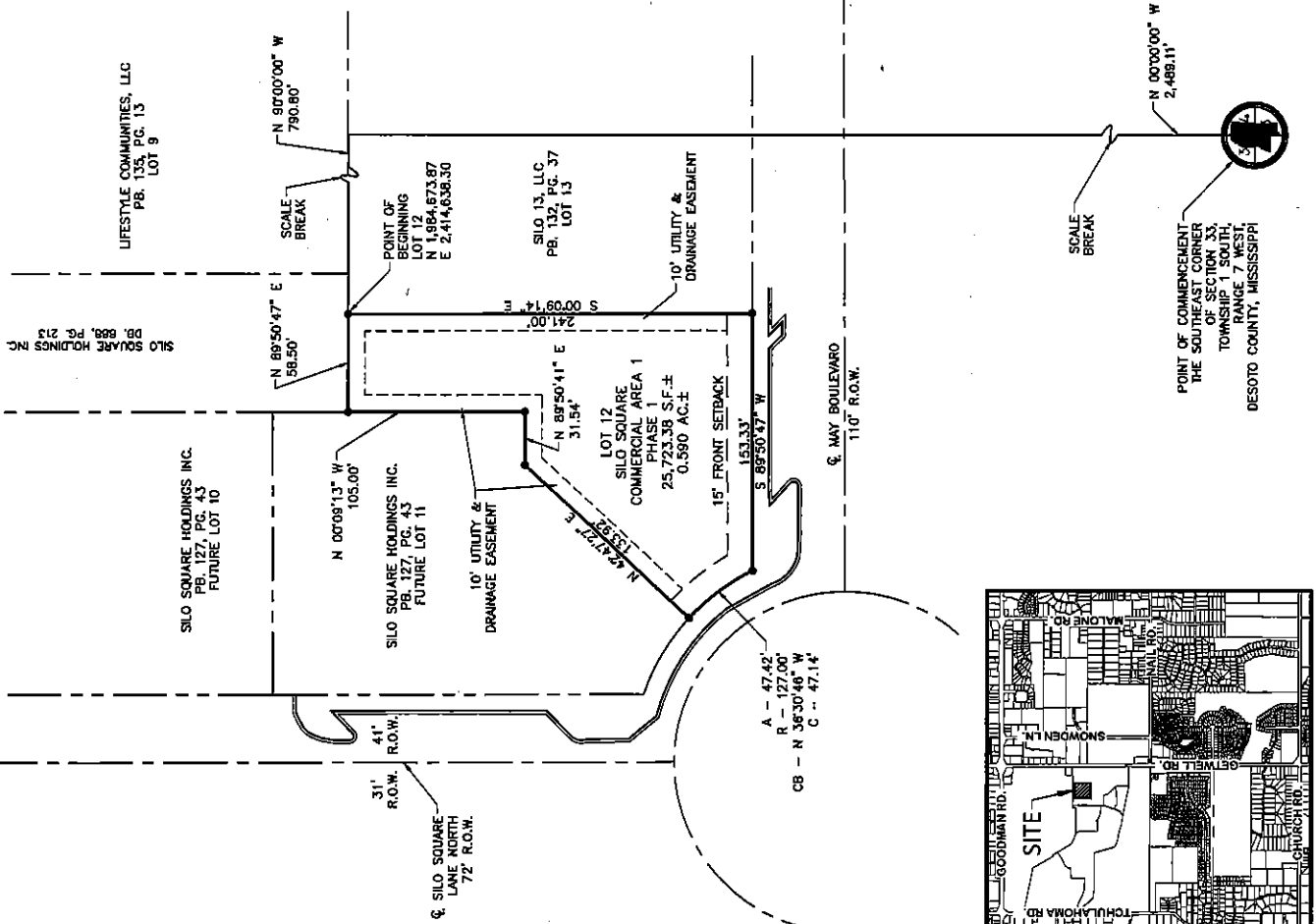
THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY THE SURVEYOR AND THAT THE DIMENSIONS OF THE PHYSICAL FEATURES SHOWN AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EVERETTE WEST, MS PLS #2294
WEST SURVEYING, LLC
35 CONNER AVENUE
HOLLY SPRINGS, MISSISSIPPI
(901) 465-7618
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
DESETO 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.

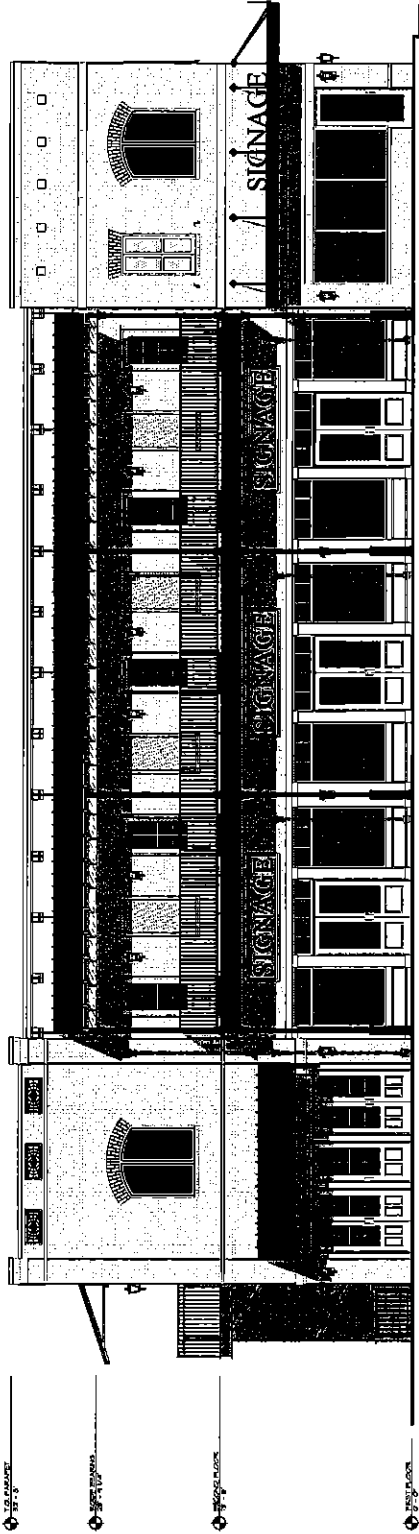
Landscaping:

The landscape plans follows suit with the existing layout; however, the addition of a courtyard area on the corner incorporates the use of Gingko 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.

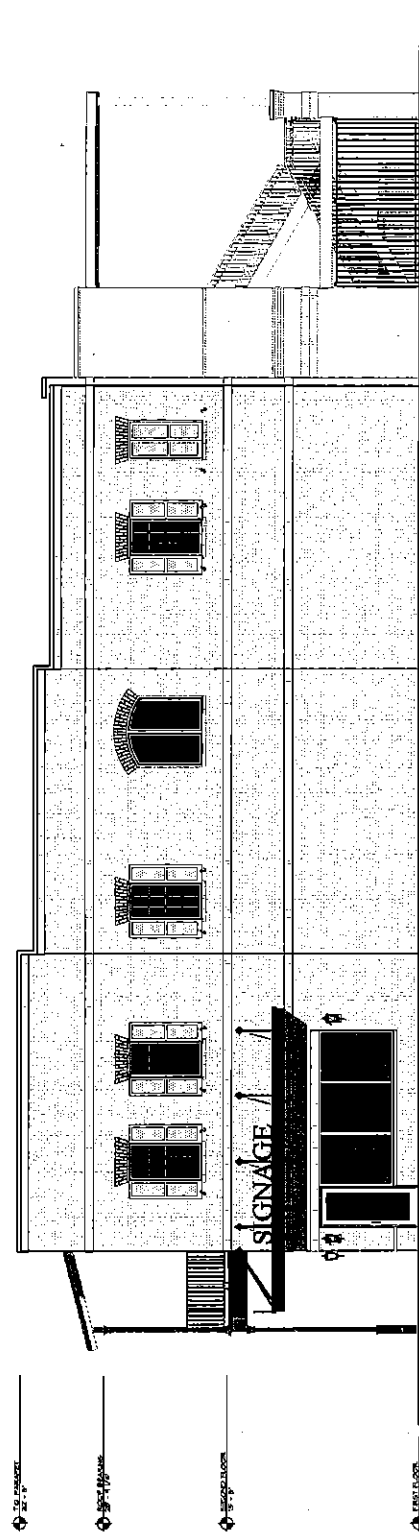
Staff Recommendations:

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.

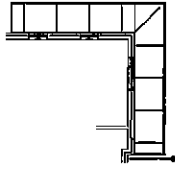
As requested for all the other buildings at Silo Square staff would ask for the leniency on the color palette for the storefronts to be determined at a closer date of completion through administrative approval process.



① WEST ELEVATION
SCALE 1/4" = 1'-0"



② SOUTH ELEVATION
SCALE 1/4" = 1'-0"



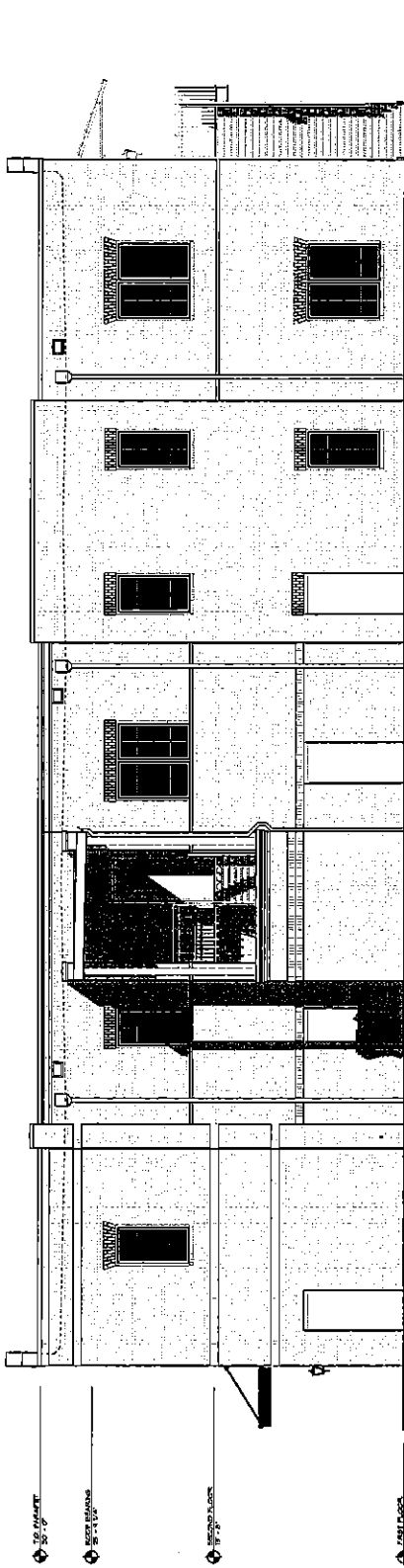
③ METAL CANOPY PLAN
SCALE 1/8" = 1'-0"



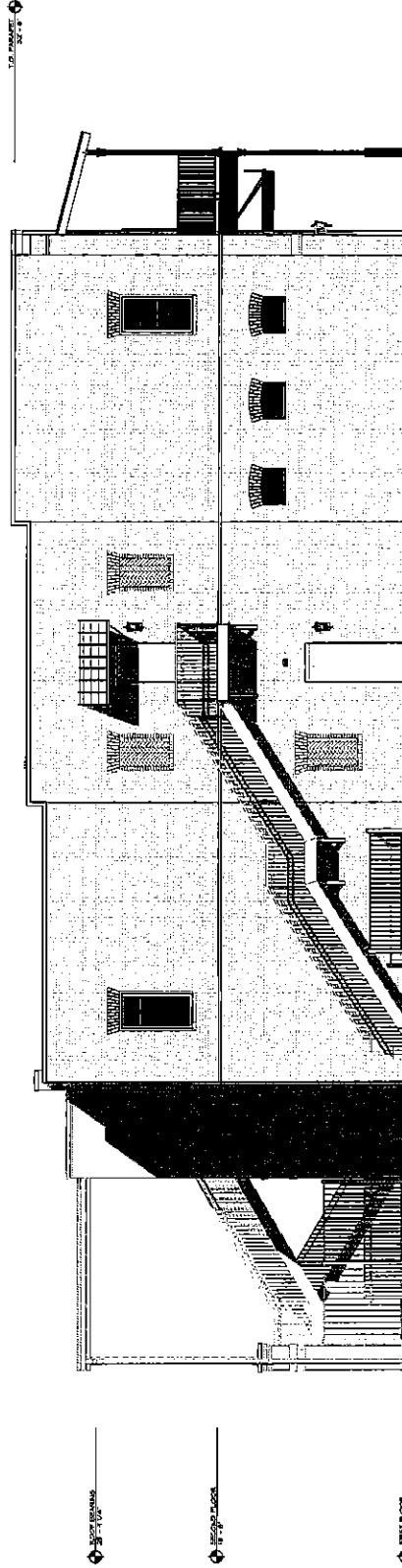
SILO SQUARE LOT - II

live • work • play
SOUTHAVEN, MS

Urban
associates, pc



① EAST ELEVATION
SCALE: 1/4" = 1'-0"



② NORTH ELEVATION
SCALE: 1/4" = 1'-0"

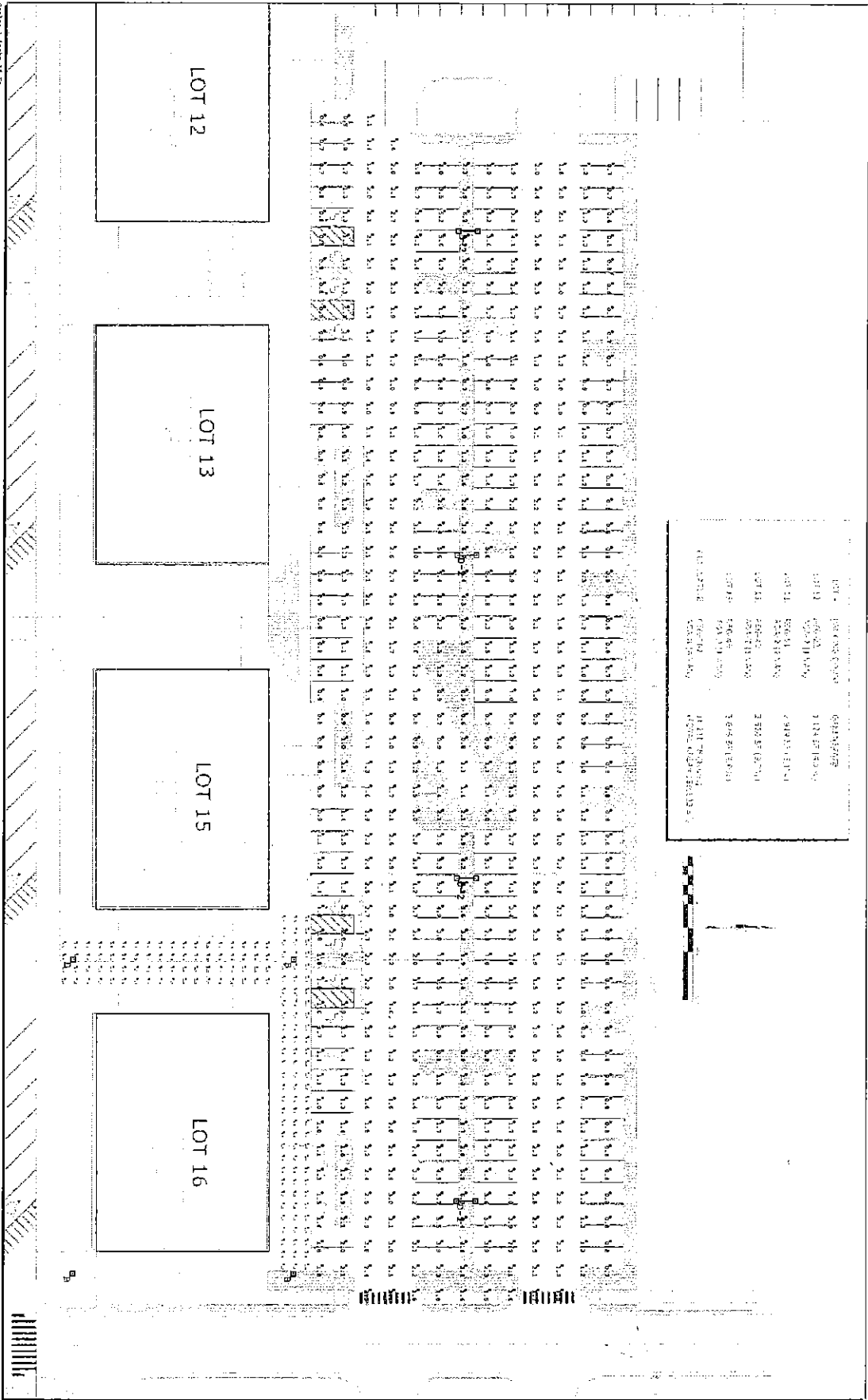


SILO SQUARE LOT - II

live • work • play
SOUTHAVEN, MS

Urban
associates, pc

Lot	Area (sq ft)	Perimeter (ft)	Volume (cu ft)
LOT 12	11023	794.3	11023
LOT 13	17143	1000	17143
LOT 15	11023	794.3	11023
LOT 16	11023	794.3	11023



Luminaire Schedule Symbol	Qty	Label	Lum. Lumens	LLF	Description	Watts	lm / W
+	4	B	11023	1.000	LEX2-86W3K-Type V-Spun Top MH 15'	94.44	117
-	4	D-2	17143	1.000	MHM-LHD-18L-SIL-FT-30-70CRI MH 25'	150	114

Calculation Summary						
Label	Avg	Max	Min	Avg/Min	Max/Min	
Allely 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





ARCHITECT
A/E/C/ITP
SERVICES FOR
CONSTRUCTION

Doublet N. Iron Sky Ave
10010 Iron Sky Ave
11123N Iron Sky
11123N Iron Sky
11123N Iron Sky

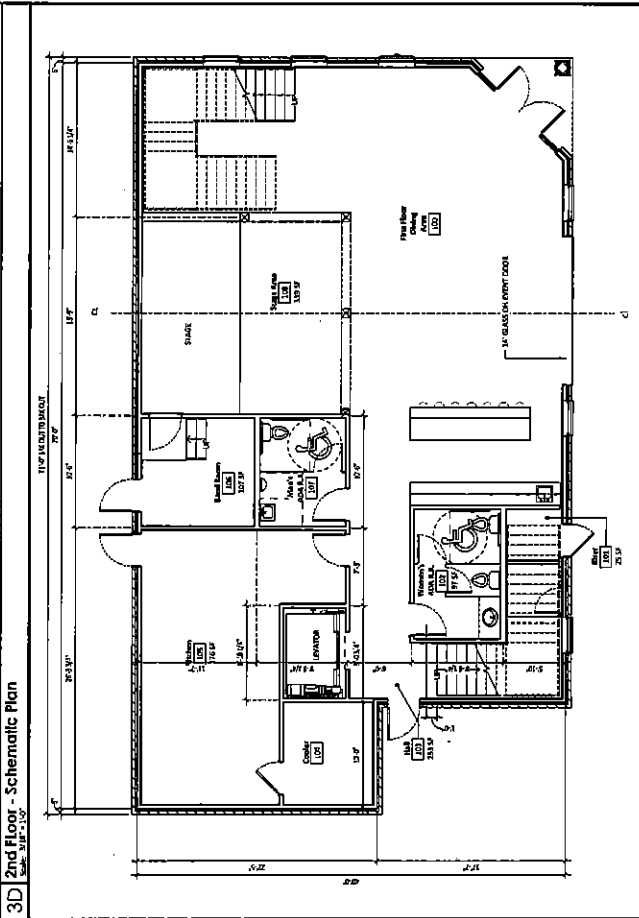
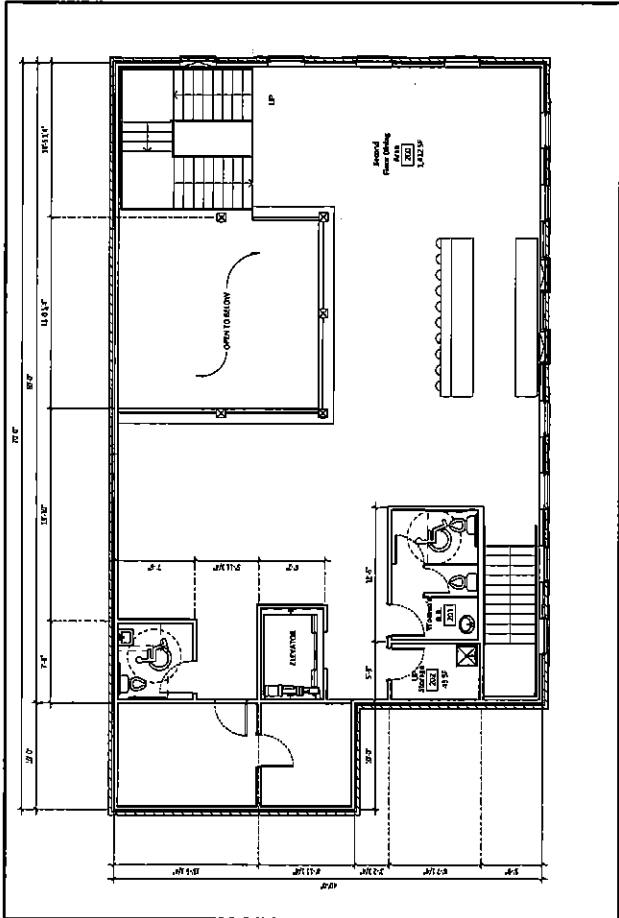


Lifestyle Homes, LLC
Site - Restaurant Bldg
Southaven MS

Project No.: 21115
Date: 07.16.2011
Drawn by: JH
Checked by: DWT

REVISIONS	

SCHMATIC
DESIGN
SD100
Schematic Plan



FOR THE ARCHITECT: JEFFREY W. THOMAS, P.E.
FOR THE ENGINEER: JEFFREY W. THOMAS, P.E.



Architectural
 rendering for
 construction

Donald W. Perrino, AIA
 220 East Valley Street
 Memphis, TN 38102
 P: (901) 278-6201
 www.aerc.com

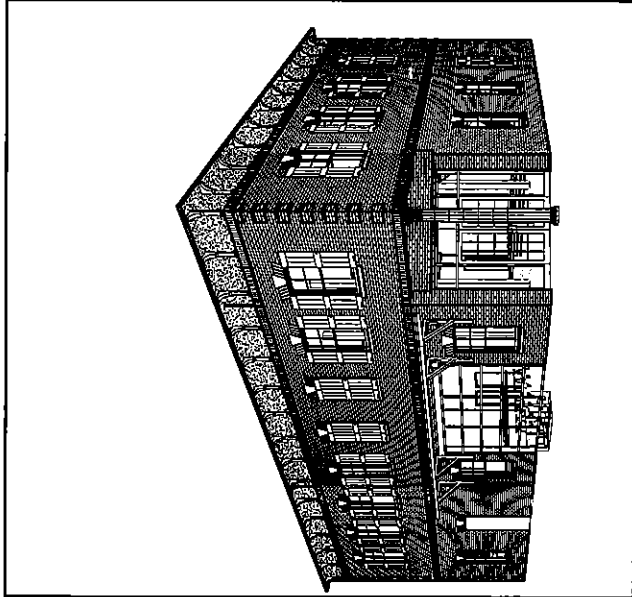


Silo - Restaurant Bldg
 Lifestyle Homes, LLC
 Southaven MS

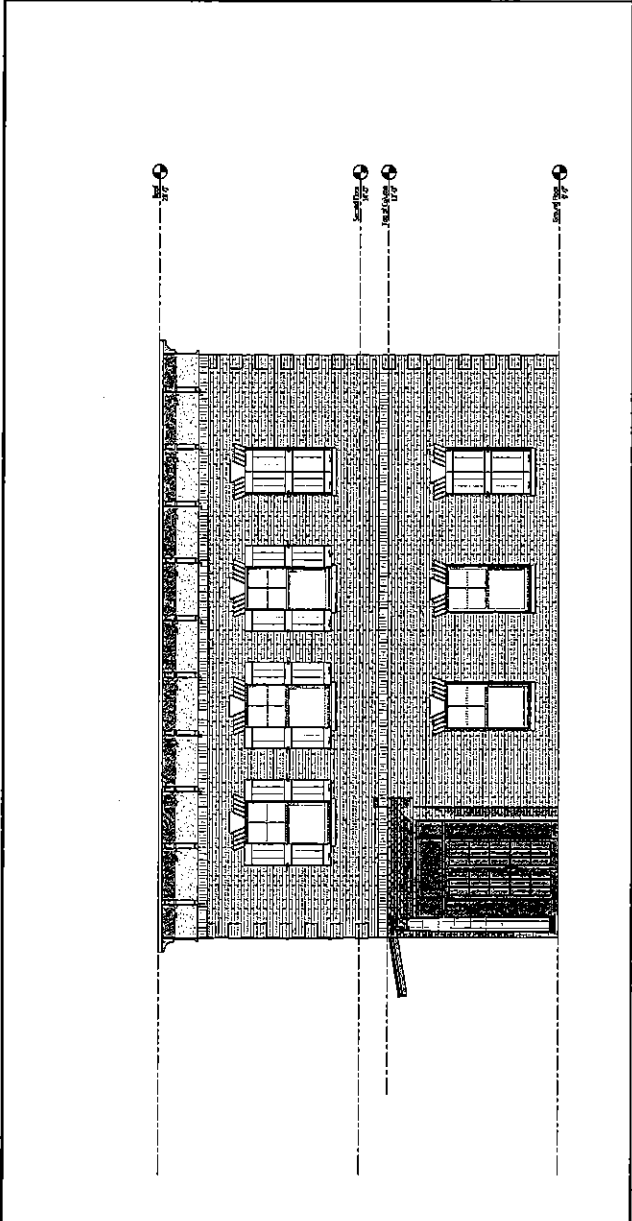
Project No.: 21115
 Date: 07.28.2021
 Drawn by: Aurthur
 Checked by: Chandler

REVISIONS	

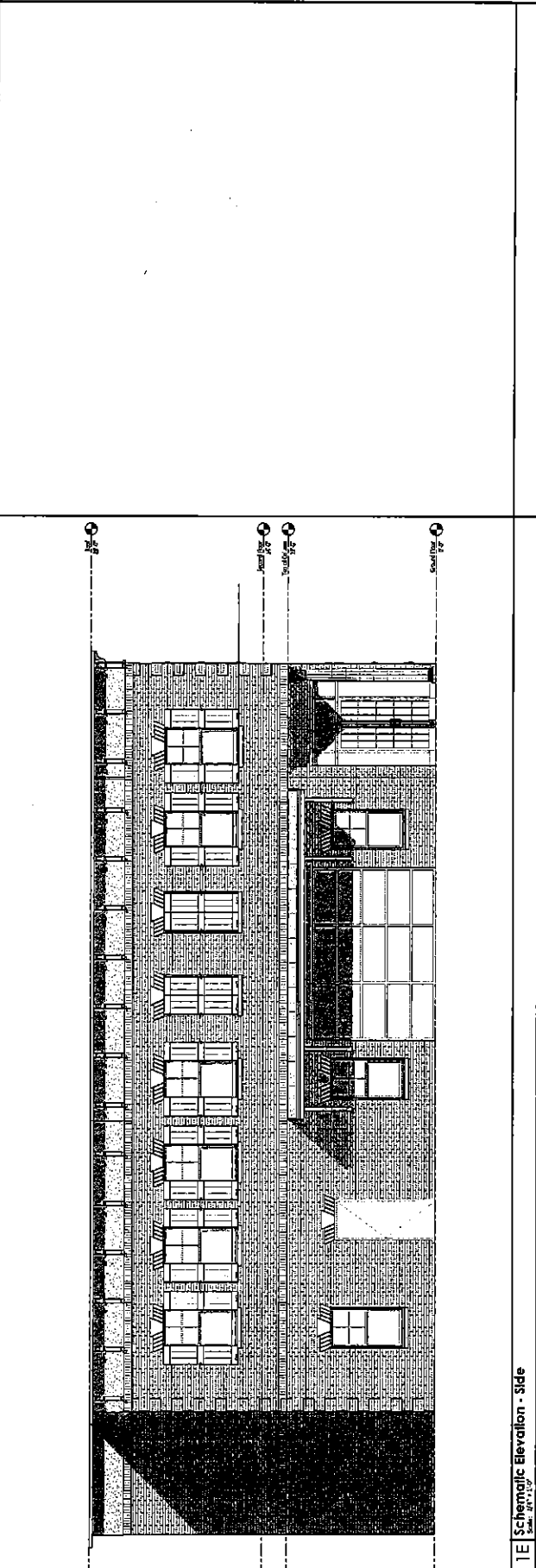
SCHEMATIC
 DESIGN
SD101
 Schematic
 Elevations



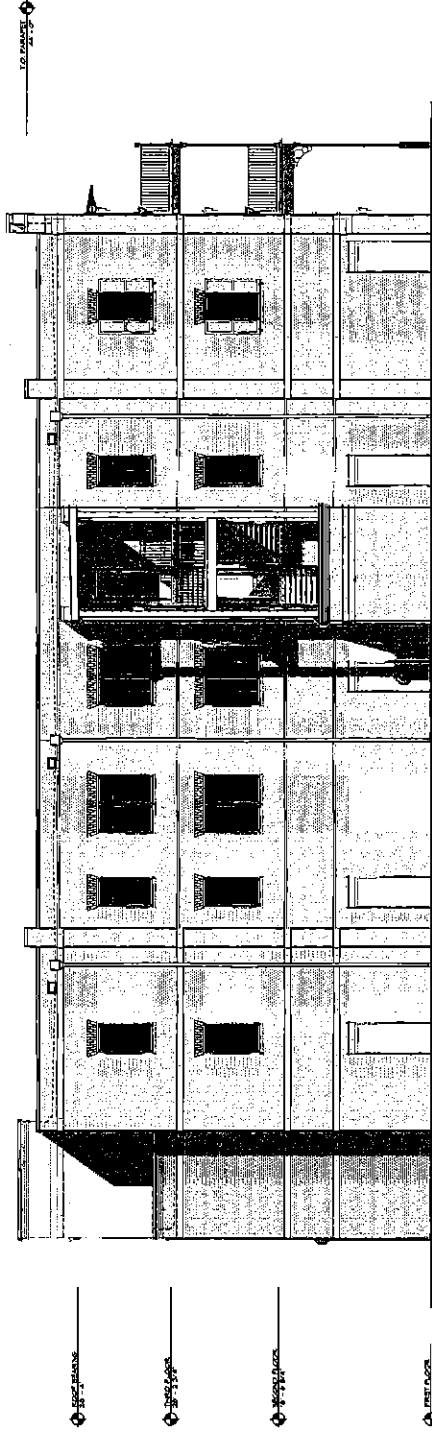
3A | Schematic 3D View



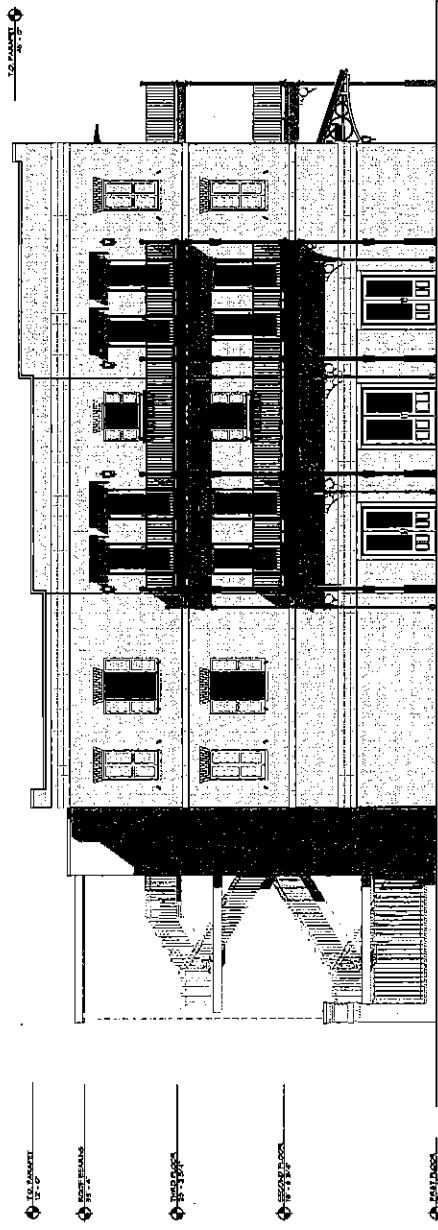
3E | Schematic Elevation - Front



1E | Schematic Elevation - Side



① EAST ELEVATION
SCALE 3/16" = 1'-0"



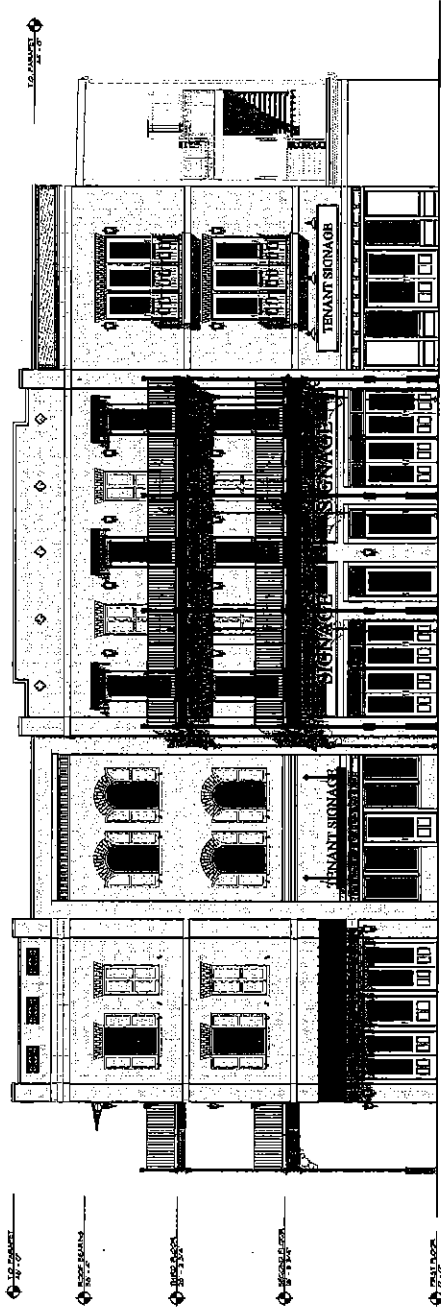
② NORTH ELEVATION
SCALE 3/16" = 1'-0"



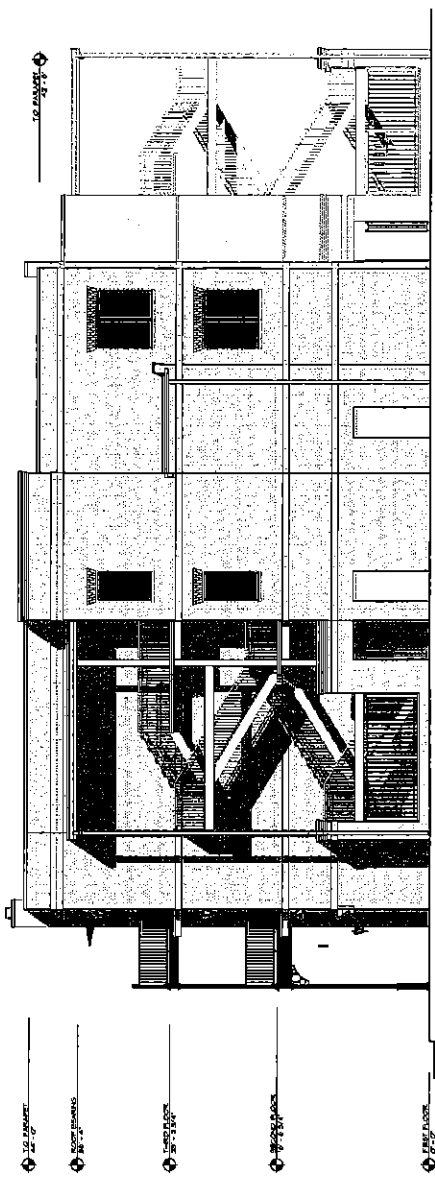
SILO SQUARE LOT - I2

live • work • play
SOUTHAVEN, MS

Urban
associates, pc



① WEST ELEVATION
SCALE 3/8" = 1'-0"



② SOUTH ELEVATION
SCALE 3/8" = 1'-0"

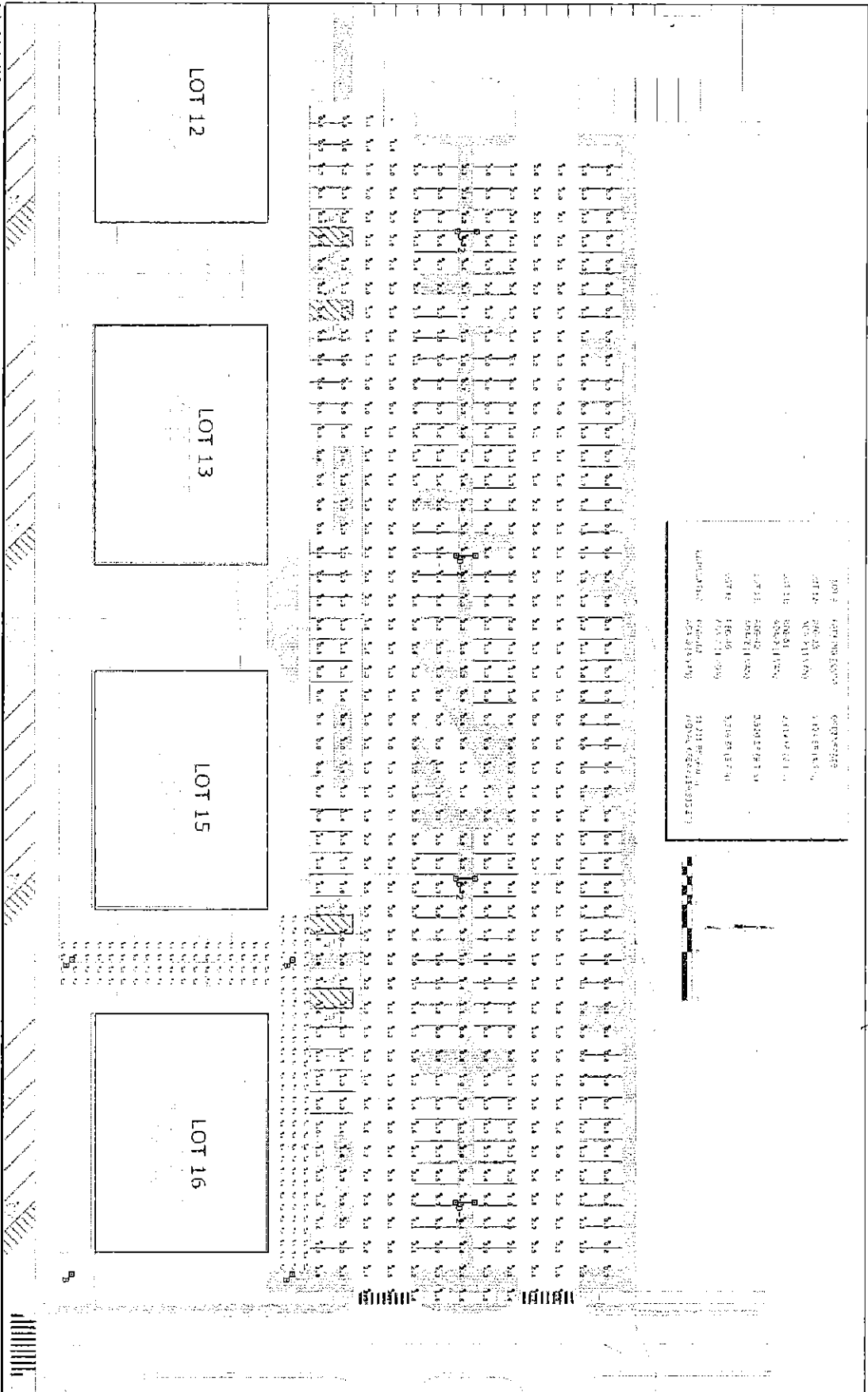


SILO SQUARE LOT - I2

live • work • play
SOUTHAVEN, MS

Urban
ASSOCIATES, PC

JOB # 1071061500
 DATE 08/25/10
 NO. 711120
 CLIENT SOKAL
 ADDRESS 2414 W 93RD
 CITY MIAMI FL 33156
 PHONE 781-311-9999
 FAX 781-311-9999
 PROJECT 3300174713
 DATE 07/11/10
 DRAWN BY JACOB
 CHECKED BY JACOB
 APPROVED BY JACOB



Luminaire Schedule	Qty	Label	Lum. Lumens	ILF	Description	Watts	lm / W
B	4	B	11023	1.000	LHX2-88W3K-Type V-Spun Top MH 15'	94.44	117
D-2	4	D-2	17143	1.000	MHW-LED-18L-SIL-FT-30-70CRI MH 25'	150	114

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



**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI
PRESENTING DEPUTY CHIEF MARK LITTLE
HIS SERVICE WEAPON IN RECOGNITION OF HIS RETIREMENT**

WHEREAS, the City of Southaven Police Department and City Board of Aldermen hereby desire to honor Deputy Chief Mark Little by presenting to him his service firearm, a Glock model 43, 9mm caliber, serial #66A534798 ("Weapon"), and

WHEREAS, after many years of serving the City and public, Deputy Chief Little is retiring under a state retirement system; and

WHEREAS, in accordance with Mississippi Code Section 45-9-131, it has been recommended to the Mayor and Board of Aldermen that this Weapon be sold to Deputy Chief Mark Little for one dollar in recognition of his retirement and service to the City of Southaven, and

WHEREAS, the Mayor and Board of Aldermen hereby authorize that the Weapon as described above be provided to Deputy Chief Mark Little.

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

1. The Weapon be provided to Deputy Chief Mark Little for One Dollar.
2. The Mayor and/or Police Chief are hereby authorized to take all actions to effectuate the intent of this Resolution.

Motion was made by Alderman Hoots and seconded by Alderman Flores, for the Resolution, and the question being put to a vote:

Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES

Alderman Raymond Flores

voted: YES

Alderman William Jerome

voted: YES

RESOLVED AND DONE, this 1st day of February, 2022.



Darren Musselwhite, MAYOR

ATTEST:



Andrea Mullen, CITY CLERK



BUTLER | SNOW

January 31, 2022

VIA E-MAIL TO CITYCLERK@SOUTHAVEN.ORG

City of Southaven, Mississippi
Attn: Andrea Mullen, City Clerk
8710 Northwest Drive
Southaven, MS 38671

RE: City of Southaven, Mississippi Fiscal Year 2021 Continuing Disclosure

Dear Andrea:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Southaven, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2021.

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

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2021 to be filed on or before March 28, 2022.

SCOPE OF ENGAGEMENT

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

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

ATTORNEY-CLIENT RELATIONSHIP

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

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

PROSPECTIVE CONSENT

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

FEE STRUCTURE

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

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

PUBLICITY CONCERNING THIS MATTER

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

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

RECORDS

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

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

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

BUTLER SNOW LLP

Elizabeth Lambert Clark

By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF SOUTHAVEN, MISSISSIPPI

BY: *Dawn Meredith*

Mayor

Dated: 2-2-22

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

EXHIBIT A

Event Notice

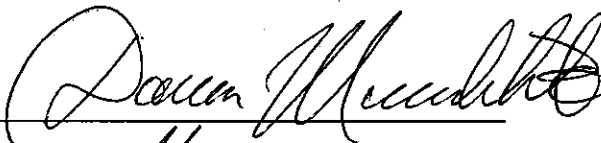
The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on the credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability,

Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

- (7) Modification 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 City¹.
- (13) The consummation of a merger, consolidation, or acquisition involving the Bank or the City or the sale of all substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) 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 Issuer, any of which affect security holders, if material.
- (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.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 
Title: Mayor
Dated: 2-22-22

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.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.



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



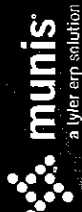
CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-020122

01/27/2022 12:30
1540Prl

1
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apinvygl

YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
0010		GENERAL FUND						
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
						<u>110.00</u>		
		ACCOUNT TOTAL				110.00		
		ORG 0010			TOTAL	110.00		
111		MAYOR ADMIN DEPARTMENT						
610400		OFFICE SUPPLIES						
007600 OFFICE DEPOT	218142777001	0	2022	4	INV A	5.98	C-020122	TONER, SANITIZING,
						<u>5.98</u>		
		ACCOUNT TOTAL				5.98		
111		TRAVEL & TRAINING						
626900		0	2022	4	INV A	2,716.07	C-020122	TRAINING/SUPPLIES-D
001339 CREDIT CARD CENTER	1-18-2022	0	2022	4	INV A	2,716.07	C-020122	TRAINING/SUPPLIES-D
						<u>2,716.07</u>		
		ACCOUNT TOTAL				2,716.07		
120		ARTS AND CULTURAL AFFAIRS						
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
						<u>6,653.28</u>		
		ACCOUNT TOTAL				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,
						<u>660.00</u>		
		ACCOUNT TOTAL				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	ABROBICS 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 INSTR. (JAN. 3,
017200 SMITH JOYCE W	114-22	0	2022	4	INV A	60.00	C-020122	YOGA INSTR (JAN. 11
						<u>240.00</u>		
		ACCOUNT TOTAL				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 INSTR. (J
						<u>120.00</u>		
		ACCOUNT TOTAL				120.00		



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
021615 4IMPRINT, INC	2022	4	INV A	0	9513892	782.11	C-020122	FOREVER YOUNG SUPPL
034218 SMITH DEBORAH E	2022	4	INV A	0	11322	30.00	C-020122	YOGA CLASS (JANUARY
			ACCOUNT TOTAL			9,058.37		
			ORG 120			9,058.37		
			TOTAL					
			COURT DEPARTMENT					
			COURT BOND REFUND					
035087 HONORABLE JABRIAR	2022	4	INV A	0	1-18-2022	41.00	C-020122	CASH BOND REFUND
035091 PATEL NILESH B	2022	4	INV A	0	1-19-2022	35.00	C-020122	CASH BOND REFUND
035092 ALDRIDGE GWENNESHA L	2022	4	INV A	0	1-19-2022	150.00	C-020122	CASH BOND REFUND
035093 CULVER JULIA C	2022	4	INV A	0	1-19-2022	150.00	C-020122	CASH BOND REFUND
035094 GOMEZ-BAQUERO C	2022	4	INV A	0	1-19-2022	150.00	C-020122	CASH BOND REFUND
035108 NORTON TAYLOR L	2022	4	INV A	0	1-26-2022	150.00	C-020122	CASH BOND REFUND
035109 HADDIX RAY	2022	4	INV A	0	1-26-2022	150.00	C-020122	CASH BOND REFUND
035110 MAXWELL HANNAH K	2022	4	INV A	0	1-26-2022	200.00	C-020122	CASH BOND REFUND
			ACCOUNT TOTAL			1,026.00		
			COURT SUPPLIES					
000952 TYLER TECHNOLOGIES	2022	4	INV A	0	25-364302	3,500.00	C-020122	ONLINE COURT RECORD
004230 THOMSON REUTERS-WEST	2022	4	INV A	0	845708390	368.00	C-020122	WEST CRIMINAL LAW &
007600 OFFICE DEPOT	2022	4	INV A	0	214796605001	83.01	C-020122	TONER
014117 MADISON SIGNS LLC	2022	4	INV A	0	15536	155.00	C-020122	COURT BUSINESS CARD
029120 YOUNG LEASING CO	2022	4	INV A	0	INV4606357	40.02	C-020122	#AAA14356 & AAA1435
			ACCOUNT TOTAL			4,146.03		
			PROFESSIONAL SERVICES					
021430 HOLLOWELL WAYNE	2022	4	INV A	0	1-26-2022	200.00	C-020122	SPECIAL JUDGE - JAN
033114 DALTON MATTHEW G	2022	4	INV A	0	1-26-2022	200.00	C-020122	SPECIAL PUBLIC DEFE
033399 MOORE ADRIENNE S	2022	4	INV A	0	1-21-2022	200.00	C-020122	SPECIAL PROSECUTOR
033399 MOORE ADRIENNE S	2022	4	INV A	0	1-26-2022	200.00	C-020122	SPECIAL PROSECUTOR
			ACCOUNT TOTAL			400.00		



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP S	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
150 610500				ACCOUNT TOTAL		800.00		
150 022719	UMB CARD SERVICES	1-3-2022	0	ORG 125	TOTAL	5,972.03		
				INFORMATION TECHNOLOGY				
				OFFICE SUPPLIES				
				2022 4	INV A	110.98	C-020122	UMB CREDIT CARD PAY
				ACCOUNT TOTAL		110.98		
150 000739	CDW LLC	R283064	0	COMPUTERS				
				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		



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PERIOD	INVOICE	PO	CITY CLERK	OFFICE SUPPLIES	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
155 610400					OFFICE SUPPLIES	2022	4	INV A			
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 & LYSOL
007600 OFFICE DEPOT	216872572001		0		2022	4	INV A		31.10	C-020122	TONER, SANITIZING,
007600 OFFICE DEPOT	218142777001		0		2022	4	INV A		111.08	C-020122	
									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, (
									481.07		
155 610401					OFFICE SUPPLY-INVENTORY	2022	4	INV A			
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 & BATTERIES, FEBREZE
007600 OFFICE DEPOT	216832334001		0		2022	4	INV A		49.93	C-020122	
									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
									507.26		
155 614000					GASOLINE/OIL	2022	4	INV A			
021382 PETTY CASH	1-24-2022		0		2022	4	INV A		34.01	C-020122	CITY CLERK PETY CAS
									34.01		
155 622100					PROFESSIONAL SERVICES	2022	4	INV A			
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		
155 625700					ACCOUNT TOTAL				89.30		
024172 CMRS-FP #10600061097	1-24-2022		0		TELEPHONE & POSTAGE	2022	4	INV A			
					2022	4	INV A		1,500.00	C-020122	106000610977 - POST
									1,500.00		
155 626100					ADVERTISING	2022	4	INV A			
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



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR TYP S	PO	WARRANT	CHECK	DESCRIPTION
001185 DESOTO TIMES-TRIBUNE 300149789	2022 4 INV A	0	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	2022 4 INV A	0	845.73 C-020122		TRAINING/SUPPLIES-D
	ACCOUNT TOTAL		845.73		
	ORG 155 TOTAL		8,787.91		
160 611000	BUILDING DEPARTMENT				
160 022719 UMB CARD SERVICES 3-28-2022	2022 4 INV A	0	216.25 C-020122		UMB CREDIT CARD PAY
028212 UNITED REFRIGERATION 82368789	2022 4 INV A	0	70.18 C-020122		MAT. - ICP TRANS
028212 UNITED REFRIGERATION 82655177	2022 4 INV A	0	37.39 C-020122		MAT. - 6" METAL RO
028212 UNITED REFRIGERATION 82712532	2022 4 INV A	0	38.23 C-020122		MAT.
	ACCOUNT TOTAL		145.80		
030629 AMAZON CAPITAL 1JNW3KQXDCY	2022 4 INV A	0	1,004.58 C-020122		#ANKP067K88KPB-ELKA
	ACCOUNT TOTAL		1,366.63		
	ORG 160 TOTAL		1,366.63		
180 611300	PLANNING / ENGINEERING DEPT				
180 001962 IDEAL TIRE SALES 477232	MOTOR VEH REPAIRS/MAINT				
	2022 4 INV A	0	249.95 C-020122		CODE ENF. TIRE REPL
	ACCOUNT TOTAL		249.95		
180 622100	PROFESSIONAL FEES				
001160 NEEL-SCHAFFER INC 1077414	2022 4 INV A	0	3,020.75 C-020122		D/C STRM WTR IMPL M
018221 CIVIL-LINK, LLC 75669	2022 4 INV A	0	15,000.00 C-020122		MUNICIPAL STAFFING
021382 PETTY CASH 1-24-2022	2022 4 INV A	0	8.00 C-020122		CITY CLERK PETY CAS
	ACCOUNT TOTAL		18,028.75		
180 626700	TELEPHONE/POSTAGE				
021382 PETTY CASH 1-24-2022	2022 4 INV A	0	29.38 C-020122		CITY CLERK PETY CAS
	ACCOUNT TOTAL		29.38		
180 626900	TRAVEL & TRAINING				
019577 BUILDING OFFICIALS 1-24-2022	2022 4 INV A	0	400.00 C-020122		2022 MEMBERSHIP BUI



ACCOUNT/VENDOR	YEAR/PERIOD	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 610100						POLICE DEPARTMENT			
211 007823 AMERICAN PAPER & TWI 4204067			0	2022	4	INV A	45.73	C-020122	DIAL HAND SOAP REFI
						CLEANING SUPPLIES			
						2022 4 INV A	45.73		
						ACCOUNT TOTAL	45.73		
211 610400						OFFICE SUPPLIES			
211 001361 SAM'S CLUB DIRECT	2-08-2022		0	2022	4	INV A	316.80	C-020122	288 3/SAM'S CLUB DI
						ACCOUNT TOTAL	316.80		
211 024868 CUMMINS ANDREW	1-14-2022		0	2022	4	INV A	102.26	C-020122	REIMBURSEMENT FOR S
						ACCOUNT TOTAL	102.26		
211 611000						MATERIALS			
211 000544 PRECISION DELTA CORP 22278			22000016	2022	4	INV A	19,250.00	C-020122	SPD AMMO ORDER FOR
						ACCOUNT TOTAL	19,250.00		
211 013650 BATTERIES PLUS	P45134579		0	2022	4	INV A	24.36	C-020122	TRAFFIC
						ACCOUNT TOTAL	24.36		
211 611300						MAINTENANCE VEHICLES			
211 000543 COMSERV SERVICES	732004215		0	2022	4	INV A	1,270.00	C-020122	PARTS FOR CHARGER
						ACCOUNT TOTAL	1,270.00		
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
						ACCOUNT TOTAL	2,486.84		
000883 AMERICAN TIRE REPAIR 156541			0	2022	4	INV A	25.00	C-020122	FLAT REPAIR
						ACCOUNT TOTAL	25.00		
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	2244438		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



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

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
					<u>1,710.30</u>		
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
					<u>78.97</u>		
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
					<u>93.00</u>		
002352 DEPARTMENT OF REVENU	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
					<u>462.84</u>		
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
					<u>1,491.48</u>		
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 PETTY 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
					<u>224.67</u>		
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
					<u>4,325.60</u>		
				ACCOUNT TOTAL			12,729.12



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15408pri
CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-020122

YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	MAINTENANCE EQUIPMENT & BUILD	WARRANT	CHECK	DESCRIPTION
211 007600 OFFICE DEPOT	2022	4	INV A	22000093	5,919.96	C-020122		4 SUPERVISOR DESKS
211 007600 OFFICE DEPOT	2022	4	CRM A	0	-255.99	C-020122		CREDIT IA CABINET
211 007600 OFFICE DEPOT	2022	4	INV A	0	255.99	C-020122		IA ROSENBERG CABINE
ACCOUNT TOTAL						5,919.96		
211 020832 EMERGENCY EQUIPMENT	2022	4	INV A	0	923.00	C-020122		BUCKLEY, MARTICE -
211 020832 EMERGENCY EQUIPMENT	2022	4	INV A	0	923.00	C-020122		LONDON BIGHAM - NEW
211 020832 EMERGENCY EQUIPMENT	2022	4	INV A	0	969.00	C-020122		AUSTIN CARLISLE - N
211 020832 EMERGENCY EQUIPMENT	2022	4	INV A	0	945.00	C-020122		BILLY RAINWATER - N
211 020832 EMERGENCY EQUIPMENT	2022	4	INV A	0	916.00	C-020122		SCOTTIE MONTGOMERY
211 020832 EMERGENCY EQUIPMENT	2022	4	INV A	0	110.00	C-020122		GENSET COVER
ACCOUNT TOTAL						4,786.00		
021472 ATHLETIC HOUSE @ SNO	2022	4	INV A	0	1,228.43	C-020122		ACADEMY APPAREL
021916 MIDSOUTH SOLUTIONS	2022	4	INV A	0	524.96	C-020122		COOKE, JACOB - ALLO
021916 MIDSOUTH SOLUTIONS	2022	4	INV A	0	440.98	C-020122		NEW HIRES
021916 MIDSOUTH SOLUTIONS	2022	4	INV A	22000064	597.40	C-020122		RYAN, NATHAN UNIFOR
021916 MIDSOUTH SOLUTIONS	2022	4	INV A	0	1,285.40	C-020122		ROGERS, HARNOLD - N
021916 MIDSOUTH SOLUTIONS	2022	4	INV A	22000112	485.95	C-020122		RAINS, JEFF UNIFORM
021916 MIDSOUTH SOLUTIONS	2022	4	INV A	0	598.90	C-020122		DAVIS, WILLIE HONOR
021916 MIDSOUTH SOLUTIONS	2022	4	INV A	0	805.49	C-020122		DAVIAANTAI ELLINGTON
021916 MIDSOUTH SOLUTIONS	2022	4	INV A	0	323.70	C-020122		CONNOR LEWIS - NEW
ACCOUNT TOTAL						5,062.78		
211 006919 FUELMAN	2022	4	INV A	0	11,077.21			#BG127062 - (SPD) F
211 006919 FUELMAN	2022	4	INV A	0	6,204.76	C-020122		#BG127062 - FUEL FO
ACCOUNT TOTAL						16,346.98		
022719 UMB CARD SERVICES	2022	4	INV A	0	735.84	C-020122		UMB CREDIT CARD PAY
ACCOUNT TOTAL						17,082.82		
211 005839 GOV DEALS	2022	4	INV A	0	1,788.26	C-020122		FEES & CREDITS FOR
211 005839 GOV DEALS	2022	4	INV A	0	963.82	C-020122		FEES FOR NOVEMBER 2
ACCOUNT TOTAL						2,752.08		
006685 DEX IMAGING	2022	4	INV A	0	195.08	C-020122		#MP6419 & MP6427 -



ACCOUNT/VENDOR	YEAR/PERIOD: 2022/1 TO 2022/5	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
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		
						5,245.35		
211	625700				ACCOUNT TOTAL			
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
					ACCOUNT TOTAL	16,835.00		
					ACCOUNT TOTAL	16,835.00		
					ORG 211	92,544.97		
215	610400				EMERGENCY SERVICES			
007823 AMERICAN PAPER & TWI	4204160	0	2022	4	INV A	98.20	C-020122	COPIER PAPER (E911)



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PERIOD	TY	PR	PO	YEAR/PR	TY	PO	WARRANT	CHECK	DESCRIPTION
007823 AMERICAN PAPER & TWI 4204163	2022	4	INV A	0	2022	4	INV A	117.58 C-020122		PAPER TOWELS (E911)
								215.78		
								215.78		
215 622100					ACCOUNT TOTAL					
019545 TRANSMISSION RISK & AL 5466641-122721	2022	4	INV A	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	2022	4	INV A	0	2022	4	INV A	102.39 C-020122		TRAINING/SUPPLIES-D
008309 INTERNATIONAL ACADEM SIN298720	2022	4	INV A	0	2022	4	INV A	730.00 C-020122		EMD COURSE
008309 INTERNATIONAL ACADEM SIN298721	2022	4	INV A	0	2022	4	INV A	500.00 C-020122		EMD INSTRUCTOR FEE
					ACCOUNT TOTAL			1,230.00		
027770 GLOBAL POLICE SOLUTI 2022151	2022	4	INV A	0	2022	4	INV A	658.00 C-020122		DISPATCH TRAINING -
035088 PROFESSIONAL PRIDE 14733A	2022	4	INV A	0	2022	4	INV A	91.75 C-020122		DISPATCH TRAINING &
					ACCOUNT TOTAL			2,082.14		
					ORG 215			6,497.92		
290 610100					TOTAL					
007823 AMERICAN PAPER & TWI 4199390					FIRE DEPARTMENT					
					CLEANING SUPPLIES					
					2022	4	INV A	298.97 C-020122		SUPPLIES - FIRE STA
					ACCOUNT TOTAL			298.97		
290 610600					COMPUTER LICENSE					
000952 TYLER TECHNOLOGIES 25-356737	2022	4	INV A	22000091	2022	4	INV A	7,861.00 C-020122		MOBILE EYES INSPECT
000952 TYLER TECHNOLOGIES 25-362424	2022	4	CRM A	0	2022	4	CRM A	-623.00 C-020122		CREDIT FROM PO #220
					ACCOUNT TOTAL			7,238.00		
001416 NFPA	2022	4	INV A	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	2022	4	INV A	0	2022	4	INV A	68.96 C-020122		#L0490 - MEDICAL SU
015430 ZOLL MEDICAL CORPORA 3436945	2022	4	INV A	0	2022	4	INV A	92.00 C-020122		MEDICAL SUPPLIES
015430 ZOLL MEDICAL CORPORA 3438480	2022	4	INV A	0	2022	4	INV A	565.10 C-020122		MEDICAL SUPPLIES
					ACCOUNT TOTAL			657.10		
					ACCOUNT TOTAL			726.06		



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
290 000650 G & W DIESEL SERVICE 377956	2022	4	INV A	0	MATERIALS	57.65	C-020122	KNOB ASSY, ELEC THR
013650 BATTERIES PLUS P47898124	2022	4	INV A	0		419.96	C-020122	BATTERIES
013650 BATTERIES PLUS P48230311	2022	4	INV A	0		50.85	C-020122	BATTERIES FOR STATI
						<u>470.81</u>		
020832 EMERGENCY EQUIPMENT 465982	2022	4	INV A	0		880.00	C-020122	ASTARIS PHOS-CHEK C
020832 EMERGENCY EQUIPMENT 466705	2022	4	INV A	0		7.25	C-020122	AMBER MARKER
						<u>887.25</u>		
021382 PETTY CASH	2022	4	INV A	0		98.76	C-020122	CITY CLERK PETY CAS
					ACCOUNT TOTAL	<u>1,514.47</u>		
290 000691 NORTH MISSISSIPPI TI 60615	2022	4	INV A	0	MAINTENANCE VEHICLES	696.00	C-020122	2) NEW TIRES, TRUCK
000883 AMERICAN TIRE REPAIR 157593	2022	4	INV A	0		70.00	C-020122	2) MOUNT & DISMOUNT
000887 JIMMY GRAY CHEVROLET 395440	2022	4	INV A	0		92.45	C-020122	OIL/FILTER CHANGE T
007304 O'REILLYS AUTO PARTS 1791-174867	2022	4	INV A	0		26.98	C-020122	5G THREADLCK & USB
007304 O'REILLYS AUTO PARTS 1791-175058	2022	4	INV A	0		19.09	C-020122	SEALED BEAN FOR ENG
007304 O'REILLYS AUTO PARTS 1791-175471	2022	4	INV A	0		27.98	C-020122	2) 2.5 GAL BLUE DEF
						<u>74.05</u>		
020832 EMERGENCY EQUIPMENT 466323	2022	4	INV A	0		1,195.25	C-020122	REPAIRS TO TRK #2 -
021382 PETTY CASH	2022	4	INV A	0		4.49	C-020122	CITY CLERK PETY CAS
					ACCOUNT TOTAL	<u>2,132.24</u>		
290 000650 G & W DIESEL SERVICE 153754	2022	4	INV A	0	MAINTENANCE EQUIPMENT & BUILD	346.40	C-020122	5510009593 WAND PAR
020832 EMERGENCY EQUIPMENT 466423	2022	4	INV A	0		179.33	C-020122	SCOTT BATTERY PCB B
020832 EMERGENCY EQUIPMENT 466443	2022	4	INV A	0		179.33	C-020122	SCOTT BATTERY PCB B
						<u>358.66</u>		
022728 FENCING SOLUTIONS & 21-241	2022	4	INV A	0		790.00	C-020122	6X7 GATE & INSTALLA
030629 AMAZON CAPITAL 19K64HPDDIYV	2022	4	INV A	0		40.57	C-020122	#ANKP067K88KPB-FUEL
031098 DESOTO DOOR 36188929	2022	4	INV A	0		700.00	C-020122	REPAIR TO STATION #
					ACCOUNT TOTAL	<u>2,235.63</u>		



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
290 614000					FUEL & OIL			
017201 BEST-WADE PETROLEUM	2022	4	INV A	0	34014	1,279.83	C-020122	FUEL FOR STATION #3
017201 BEST-WADE PETROLEUM	2022	4	INV A	0	34017	1,442.45	C-020122	FUEL FOR STATION #2
017201 BEST-WADE PETROLEUM	2022	4	INV A	0	34018	2,402.77	C-020122	FUEL FOR STATION #1
017201 BEST-WADE PETROLEUM	2022	4	INV A	0	34311	1,326.22	C-020122	FUEL FOR STATION #3
					ACCOUNT TOTAL	6,451.27		
290 626500					PRINTING			
029120 YOUNG LEASING CO	2022	4	INV A	0	4583217	244.70	C-020122	#AAA47533-COPY SERV
					ACCOUNT TOTAL	244.70		
290 626900					TRAVEL & TRAINING			
001102 SOUTHAVEN SUPPLY	2022	4	INV A	0	123705	33.57	C-020122	MATERIALS - WRENCH
001147 NEXAIR LLC	2022	4	INV A	0	9487128	120.51	C-020122	#L5001/RENTAL OF NI
012820 MCCOY GEORGE	2022	4	INV A	0	12322	72.00	C-020122	RENEWAL OF STATE &
025684 DEVORE, THOMAS	2022	4	INV A	0	11322	60.00	C-020122	RENEWAL OF NREMT &
027295 MOORE BENJAMIN	2022	4	INV A	0	1-10-2022	145.00	C-020122	FIRE ACADEMY-FIREGR
029097 TAYLOR RONALD	2022	4	INV A	0	1-25-2022	145.00	C-020122	PER DIEM FOR FF INT
035100 GDWARDS CODY	2022	4	INV A	0	1-11-2022	145.00	C-020122	FIRE ACADEMY-FIREGR
					ACCOUNT TOTAL	721.08		
290 630400					MACHINERY & EQUIPMENT			
020832 EMERGENCY EQUIPMENT	2022	4	INV A	0	466683	216.00	C-020122	HALLIGAN STYLE FORC
					ACCOUNT TOTAL	216.00		
					ORG 290 TOTAL	21,953.42		
295 626102					FIRE PREVENTION			
029629 EAGLE ENGRAVING INC	2022	4	INV A	0	2021-6221	326.53	C-020122	AWARDS BANQUET 2021
029629 EAGLE ENGRAVING INC	2022	4	INV A	0	2021-6399	45.95	C-020122	7 METAL SIGNS
					ACCOUNT TOTAL	372.48		
					ORG 295 TOTAL	372.48		



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-020122

YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
297	610701				EMS			
000582	BOUND TREE MEDICAL	84360756	0		MEDICAL SUPPLIES	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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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-020122

YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

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ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
311 311 030629	610400 AMAZON CAPITAL			0	2022	4	INV A	45.59	C-020122	#ANKP067K88KPB - PA
					2022	4	INV A	45.59		
								45.59		
311 000687	611000 SOUTHERN PIPE & SUPP			0	2022	4	INV A	9.37	C-020122	CLOSE BRASS NIPPLE
000734	MAGNOLIA ELECTRIC			0	2022	4	INV A	561.34	C-020122	ELECTRIC REPAIRS
000759	LEHMAN ROBERTS CO			0	2022	4	INV A	702.90	C-020122	MATERIAL: PLANT #6
000759	LEHMAN ROBERTS CO			0	2022	4	INV A	931.17	C-020122	MATERIAL: PLANT#6-T
000759	LEHMAN ROBERTS CO			0	2022	4	INV A	543.35	C-020122	MATERIALS: PLANT #6
000759	LEHMAN ROBERTS CO			0	2022	4	INV A	662.83	C-020122	MATERIALS: PLANT #6
								2,840.25		
001102	SOUTHAVEN SUPPLY			0	2022	4	INV A	459.60	C-020122	MATERIALS
001130	G & C SUPPLY CO			0	2022	4	INV A	2,479.65	C-020122	STREET SIGNS
001130	G & C SUPPLY CO			0	2022	4	INV A	228.70	C-020122	STREET SIGNS - TYPE
								2,708.35		
001320	MARTIN MACHINE WORKS			0	2022	4	INV A	1,084.00	C-020122	MATERIALS - HYDRAUL
001361	SAM'S CLUB DIRECT			0	2022	4	INV A	57.08	C-020122	288 3/SAM'S CLUB DI
002869	VULCAN MATERIALS			0	2022	4	INV A	812.15	C-020122	MATERIALS
017201	BEST-WADE PETROLEUM			0	2022	4	INV A	1,816.98	C-020122	DRUM OIL
022719	UMB CARD SERVICES			0	2022	4	INV A	79.37	C-020122	UMB CREDIT CARD PAY
								10,428.49		
								83.64	C-020122	MAT. FOR SHOP
311 000440	611300 SUNRISE BUILDERS SUP			0	2022	4	INV A	16.72	C-020122	MAT. FOR SHOP - THE
000457	GRAINGER			0	2022	4	INV A	54.73	C-020122	MAT. FOR SHOP - SAF
000457	GRAINGER			0	2022	4	INV A	102.76	C-020122	MAT. FOR SHOP - MOT
000457	GRAINGER			0	2022	4	INV A	892.49	C-020122	MAT. FOR SHOP - DRA
000457	GRAINGER			0	2022	4	INV A	59.24	C-020122	MAT. FOR SHOP - BOL



CITY OF SOUTHAVEN
 FY 2022 CLAIMS DOCKET C-020122
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ACCOUNT/VENDOR	YEAR/PERIOD: 2022/1 TO 2022/5	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
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 - HEX
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 - HEX
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		
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		



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	WARRANT	CHECK	DESCRIPTION
311 622100	ACCOUNT TOTAL				2,944.39		
014714 INTEGRATED WIRELES	2022 4	INV A		0	556.40	C-020122	RADIO SERVICES
	ACCOUNT TOTAL				556.40		
315 612200	ORG 311	TOTAL			18,084.06		
00497 DESOTO COUNTY ELECTR 7272	CITY TRAFFIC AND STREETS LIGHT						
00497 DESOTO COUNTY ELECTR 7278	MAINTENANCE EQUIPMENT & BUILD						
	2022 4	INV A		0	220.00	C-020122	TS 302 & SOUTHCREST
	2022 4	INV A		0	2,388.00	C-020122	SIGNAL REPAIR @ REP
	ACCOUNT TOTAL				2,608.00		
004389 TEMPLE INC	2022 4	INV A		0	376.00	C-020122	TRAFFIC SIGNAL
	ACCOUNT TOTAL				2,984.00		
411 610400	ORG 315	TOTAL			2,984.00		
001361 SAM'S CLUB DIRECT	PARKS DEPARTMENT						
	OFFICE SUPPLIES						
	2022 4	INV A		0	150.39	C-020122	288 3/SAM'S CLUB DI
006685 DEX IMAGING	2022 4	INV A		0	6.50	C-020122	#MP8956 - COPY CONT
006685 DEX IMAGING	2022 4	INV A		0	6.45	C-020122	#A2615 - COPY CONTR
	ACCOUNT TOTAL				12.95		
029120 YOUNG LEASING CO	2022 4	INV A		0	.65	C-020122	#AAA59897 - COPY CO
029120 YOUNG LEASING CO	2022 4	INV A		0	3.17	C-020122	#AAA75469 - COPY CO
	ACCOUNT TOTAL				3.82		
411 611300	ACCOUNT TOTAL				167.16		
000669 CAMPER CITY USA INC	MAINTENANCE VEHICLES						
	2022 4	INV A		0	305.00	C-020122	TRUCK HITCH
	ACCOUNT TOTAL				305.00		
411 612200	ORG 311	TOTAL			150.00	C-020122	FIRE ALARM INSPECTI
000233 QUARLES FIRE PROTEC	MAINTENANCE EQUIPMENT & BUILD						
	2022 4	INV A		0	145.00	C-020122	PEST CONTROL - SNOW
001099 NORTH MS PEST CONTRO	2022 4	INV A		0	67.37	C-020122	IDL PULLER
001150 NAPA GENUINE PARTS C	2022 4	INV A		0	943.32	C-020122	288 3/SAM'S CLUB DI
001361 SAM'S CLUB DIRECT	2022 4	INV A		0			



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
002951 STATELINE TURF & TRA	2022	4	INV A	0	158396	62.19	C-020122	MISC PARTS
011134 WHITFIELD	2022	4	INV A	0	80414	3,969.65	C-020122	WALL PACK & PARKING
013377 CINTAS	2022	4	INV A	0	4107474425	65.64	C-020122	MATS - ARENA
013377 CINTAS	2022	4	INV A	0	4108168224	65.64	C-020122	MATS - ARENA
						131.28		
013650 BATTERIES PLUS	2022	4	INV A	0	P45295459	6.78	C-020122	TUBE FLUORE SCENT B
						5,475.59		
411								
007823 AMERICAN PAPER & TWI	2022	4	INV A	0	612201	1,012.33	C-020122	JANITORIAL
007823 AMERICAN PAPER & TWI	2022	4	INV A	0	4199497	103.20	C-020122	JANITORIAL SUPPLIES
007823 AMERICAN PAPER & TWI	2022	4	INV A	0	4213561	43.30	C-020122	TRASH BAGS
007823 AMERICAN PAPER & TWI	2022	4	INV A	0	4214824	76.00	C-020122	GLOVES
007823 AMERICAN PAPER & TWI	2022	4	INV A	0	4214877			
						1,234.83		
013650 BATTERIES PLUS	2022	4	INV A	0	P43031285	15.38	C-020122	LU250 BULB
013650 BATTERIES PLUS	2022	4	INV A	0	P44689353	29.55	C-020122	AA BATTERIES
						44.93		
019230 WASTE PRO-MEMPHIS	2022	4	INV A	0	822746	635.00	C-020122	116199-SNOWDEN (TRA
026449 KELLY SEPTIC SER	2022	4	INV A	0	17031	190.00	C-020122	PORTA POTTY - FIELD
026449 KELLY SEPTIC SER	2022	4	INV A	0	17488	180.00	C-020122	PORTA POTTY'S - CEN
						370.00		
030629 AMAZON CAPITAL	2022	4	INV A	0	1TMN77RVDWMV	2,013.81	C-020122	#ANKP067K88KPB - CH
035098 FIRST CLASS FIRE	2022	4	INV A	0	S1395-1	69.55	C-020122	BACKFLOW INSPECTION
						4,368.12		
411								
032606 KIMMELL DOOR AND HAR	2022	4	INV A	0	612300	608.00	C-020122	HINGE - GOLF COURSE
						608.00		
411								
003011 M & M PROMOTIONS	2022	4	INV A	0	96530	551.88	C-020122	STAFF WEAR
003011 M & M PROMOTIONS	2022	4	INV A	0	96531	246.96	C-020122	STAFF WEAR
						798.84		
013377 CINTAS	2022	4	INV A	0	4107338250	141.49	C-020122	GOLF UNIFORMS



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

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								
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								
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								
009669 GIBSON PROPANE	3131342226	0	2022	4	INV A	657.56	C-020122	PROPANE - SNOWDEN H
					ACCOUNT TOTAL	657.56		
411 627901								
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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1540spri
CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-020122

YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PERIOD	TO	2022/5	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
412	612400										
412	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		
									582.67		
									11,250.00	C-020122	ACCOUNT TOTAL
412	622100										PROFESSIONAL FEES
	007622	MIDSOUTH SPORTS PROD	680		0	2022	4	INV A			BASEBALL CONTRACT -
	024247	KALISAK ROSEMARY	JAN2022		0	2022	4	INV A	3,750.00	C-020122	SOFTBALL CONTRACT -
									15,000.00		ACCOUNT TOTAL
									15,582.67		ACCOUNT TOTAL
											ORG 412
511	610100										MUNICIPAL CODE ENFORCEMENT
511	001361	SAM'S CLUB DIRECT	2-08-2022		0	2022	4	INV A	35.82	C-020122	288 3/SAM'S CLUB DI
									35.82		ACCOUNT TOTAL
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
									177.25		ACCOUNT TOTAL
511	614900										FEED FOR ANIMALS
	012713	HILL'S PET NUTRITION	4263006		0	2022	4	INV A	124.74	C-020122	FEED ANIMALS
									124.74		ACCOUNT TOTAL
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
									1,726.81		ACCOUNT TOTAL
									2,064.62		ACCOUNT TOTAL
											ORG 511
901	614000										CITY FUEL
901	017201	BEST-MADE PETROLEUM	1038237		22000130	2022	4	INV A	10,861.91	C-020122	PEPPER CHASE DR GAS



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
902							
902							
620902							
000233 QUARLES FIRE PROTEC	0	2022	4	INV A	150.00	C-020122	SPRINKLER INSPECTIO
000233 QUARLES FIRE PROTEC	0	2022	4	INV A	200.00	C-020122	SPRINKLER INSPECTIO
000233 QUARLES FIRE PROTEC	0	2022	4	INV A	150.00	C-020122	SPRINKLER INSPECTIO
000233 QUARLES FIRE PROTEC	0	2022	4	INV A	150.00	C-020122	SPRINKLER INSPEC. @
000233 QUARLES FIRE PROTEC	0	2022	4	INV A	500.00	C-020122	SPRINKLER INSPEC. @
					<u>1,150.00</u>		
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
					<u>750.00</u>		
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 -
					<u>1,462.69</u>		
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	COMMUNICATION @ WES
019694 MID-SOUTH TELECOM 71360	0	2022	4	INV A	424.90	C-020122	COMMUNICATION - NAR
					<u>848.90</u>		
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
					<u>702.07</u>		
023618 EK AUTOMATION SRVCE00000007959	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

ACCOUNT TOTAL 10,861.91

ORG 901 TOTAL 10,861.91

EXPENSE ACCOUNTS

FACILITIES MANAGEMENT



ACCOUNT/VENDOR	YEAR/PERIOD: 2022/1 TO 2022/5	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
031934 DEREK BAKER	1152022		0	2022 4 INV A	1,726.00		ROOFING @ SFD STATI
033110 MEMPHIS FLOORING CO	15300		22000115	2022 4 INV A	2,180.00	C-020122	FLOORING PROJECT FO
033110 MEMPHIS FLOORING CO	15301		0	2022 4 INV A	17,200.00	C-020122	FLOOR PROJECT @ POL
033110 MEMPHIS FLOORING CO	15305		0	2022 4 INV A	3,700.00	C-020122	FLOOR PROJECT @ FBI
033110 MEMPHIS FLOORING CO	15308		0	2022 4 INV A	4,950.00	C-020122	FLOOR PROJECT (FBI)
					300.00	C-020122	
					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 023644 CORPORATE PLANNING	53580		0	PROFESSIONAL SERVICES 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 018221 CIVIL-LINK, LLC	75618		0	STREET IMPROVEMENT 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
				ACCOUNT TOTAL	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			0	DRAINAGE MAINTENANCE 2022 4 INV A	958.64	C-020122	SWINNEA @ CHATEAU P
009591 TRI FIRMA	6294QB		0	2022 4 INV A	3,071.40	C-020122	SWINNEA @ LONGSTREE
009591 TRI FIRMA	6296QB		0	2022 4 INV A	2,826.90	C-020122	3455 JACOB LANE - D
009591 TRI FIRMA	6297QB		0	2022 4 INV A	1,223.68	C-020122	GETWELL @ SILO - DR
009591 TRI FIRMA	6301QB		0	2022 4 INV A	8,080.62		
				ACCOUNT TOTAL	8,080.62		
902 009591 TRI FIRMA	6281QB		0	DRAINAGE IMPROVEMENT 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	LCNO1 EROSION CONTR



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
018221 CIVIL-LINK, LLC	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	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	0	2022 4 INV A	6,666.67 C-020122		FEBRUARY 2022 CONTR
002087 MS MUNICIPAL LEAGUE	0	2022 4 INV A	1,600.00 C-020122		MWL 2022 YOUTH SUMM
002130 HOUSE OF GRACE	0	2022 4 INV A	750.00 C-020122		FEBRUARY 2022-FY22
005682 DESOTO FAMILY THEATR	0	2022 4 INV A	2,500.00 C-020122		FEBRUARY 2022-FY22
020724 HEALING HEARTS CHILDR	0	2022 4 INV A	3,333.34 C-020122		FEBRUARY 2022-FY22
027121 ARC NORTHWEST MS	0	2022 4 INV A	1,666.67 C-020122		FEBRUARY 2022-FY22
		ACCOUNT TOTAL	16,516.68		
		ORG 906 TOTAL	16,516.68		

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FUND 0010 GENERAL FUND

TOTAL: 525,988.84

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YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
711 625800					BOND PROJECT EXPENSES			
711 032668	DEMENT CONSTRUCTION	PAYAPP14		0	HORN LAKE CREEK BRIDGE REPAIR	45,357.44	C-020122	EMERGENCY RD & BRID
					ACCOUNT TOTAL	45,357.44		
711 018221	CIVIL-LINK, LLC	75668		0	MEDLINE PEPPERCHASE	9,711.03	C-020122	PEPPERCHASE DRIVE E
					ACCOUNT TOTAL	9,711.03		
711 001540	MURPHY & SONS, INC.	PAYAPP-10		0	PEDESTRIAN BRIDGE	33,403.29	C-020122	PEDESTRIAN BRIDGE P
711 018221	CIVIL-LINK, LLC	75663		0	ACCOUNT TOTAL	2,863.71	C-020122	MAY BLVD & GETWELL
711 030977	JM DUNCAN INC	PAY-APP-2		0	ACCOUNT TOTAL	7,907.60	C-020122	MAY BLVD EXTENSION
					ACCOUNT TOTAL	44,174.60		
711 018221	CIVIL-LINK, LLC	75665		0	GETWELL ROAD SOUTH 18	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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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET C-020122

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YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	WARRANT	CHECK	DESCRIPTION
611	626300						
611	017044	DESOTO COUNTY	2-1-2022	0			
		SPECIAL ASSESSMENTS EXPEND					
		AMPHITHEATER MANAGEMENT					
		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 INVOICE
ACCOUNT/VENDOR

ACCOUNT/VENDOR	YEAR/PERIOD	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0400	211400						
0400	010365	NESBIT WATER	0	2022 4 INV A	3,096.00	C-020122	FEE'S COLLECTED FROM
				ACCOUNT TOTAL	3,096.00		
0400	506400						
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						
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	650901						
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						
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						
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	625300						
001540	MURPHY & SONS, INC.	PAY-APP-1	0	2022 4 INV A	35,906.20	C-020122	DRIVE THRU
				ACCOUNT TOTAL	35,906.20		
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
				ACCOUNT TOTAL	45,481.17		
				ACCOUNT TOTAL	81,387.37		



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	WARRANT	CHECK	DESCRIPTION
815 625300 1550							
007766 CENTRAL PIPE SUPPLY, 5100282511-001	2022	4	INV A	22000105	C-020122	10,942.82	(SOLE SOURCE) 2" ME
033108 PEDAL VALVES INC 317009	2022	4	INV A	0	C-020122	371,861.93	PAYAPP-11 AMI PROJE
						382,804.75	
815 625310 1003							
034824 LANDMARK CONSTRUCTIO PAYAPP3	2022	4	INV A	0	C-020122	86,782.50	STARLANDING WATER S
						86,782.50	
						550,974.62	
820 610400							
006685 DEX IMAGING AR7212937	2022	4	INV A	0	C-020122	1.26	MP8773 - COPIER @ C
020454 DIRECTFX M40448	2022	4	INV A	0	C-020122	55.00	BUSINESS CARDS FOR
						56.26	
820 624102							
002242 TRUSTMARK NATIONAL B 220102-442586	2022	4	INV A	0	C-020122	2,000.00	1058017491 - PAYING
						2,000.00	
820 626500							
006685 DEX IMAGING AR7089428	2022	4	INV A	0	C-020122	.51	#MP8773 - COPIER @
						.51	
						2,056.77	
825 611000							
000354 METER SERVICE AND SU 25956	2022	4	INV A	0	C-020122	744.10	CURBSTOPS & PVC CUT
000354 METER SERVICE AND SU 25973	2022	4	INV A	0	C-020122	4,100.00	CURBSTOPS & COUPLIN
						4,844.10	
000457 GRAINGER 9180179245	2022	4	INV A	0	C-020122	168.30	HAND SANITIZER
000650 G & W DIESEL SERVICE 377788	2022	4	INV A	0	C-020122	500.00	LUGS, FUSE & HOLDER
000687 SOUTHERN PIPE & SUPP 6208164	2022	4	INV A	0	C-020122	66.81	COUPLINGS
000915 HOME DEPOT CREDIT SE 1011503	2022	4	INV A	0	C-020122	129.00	#9482 - DEWALT HEAT
000997 TRUCK PRO 17-0836897	2022	4	INV A	0	C-020122	332.04	REPAIR KITS FOR TRU
001102 SOUTHAVEN SUPPLY 123572	2022	4	INV A	0	C-020122	1,378.36	MISC. SUPPLIES



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001361 SAM'S CLUB DIRECT	2022	4	INV A	0	2022	4	INV A	203.32	C-020122	288 3/SAM'S CLUB DI
002869 VULCAN MATERIALS	2022	4	INV A	0	2022	4	INV A	1,051.70	C-020122	LIME STONE
004494 J R STEWART	2022	4	INV A	0	2022	4	INV A	4,547.14	C-020122	GRINDER PUMPS
004494 J R STEWART	2022	4	INV A	0	2022	4	INV A	4,865.44	C-020122	GRINDER PUMPS
								9,412.58		
007766 CENTRAL PIPE SUPPLY, S100282145-001	2022	4	INV A	22000117	2022	4	INV A	14,536.00	C-020122	(SOLE SOURCE) 3/4"
007766 CENTRAL PIPE SUPPLY, S100283127-001	2022	4	INV A	0	2022	4	INV A	2,700.00	C-020122	2" METERS
								17,236.00		
008561 S & H SMALL ENGINES	2022	4	INV A	0	2022	4	INV A	105.21	C-020122	BLUSH CUTTER HEAD &
008561 S & H SMALL ENGINES	2022	4	INV A	0	2022	4	INV A	478.04	C-020122	SAW
008561 S & H SMALL ENGINES	2022	4	INV A	0	2022	4	INV A	84.15	C-020122	CHAINSAW BLADES
								667.40		
010865 RELIABLE EQUIPMENT	2022	4	INV A	0	2022	4	INV A	377.97	C-020122	TRIMMER & STRING
011578 CORE & MAIN LP	2022	4	INV A	0	2022	4	INV A	3,135.28	C-020122	COUPLING CURBSTOPS
011578 CORE & MAIN LP	2022	4	INV A	0	2022	4	INV A	1,932.96	C-020122	ADAPTERS & CURBSTOP
011578 CORE & MAIN LP	2022	4	INV A	0	2022	4	INV A	1,053.00	C-020122	CURBSTOPS
								6,121.24		
								42,488.82		
825										
001146 IDEAL CHEMICAL	2022	4	INV A	0	2022	4	INV A	3,087.50	C-020122	CHEMICALS FOR WHITW
010730 ROSEMOUNT ANALYTICAL	2022	4	INV A	22000106	2022	4	INV A	1,201.25	C-020122	REPLACEMENT PANEL F
								4,288.75		
825										
007304 O'REILLYS AUTO PARTS	2022	4	INV A	0	2022	4	INV A	331.24	C-020122	BLAKE ROTOR TRUCK #
024154 DISCOUNT TIRE	2022	4	INV A	0	2022	4	INV A	1,706.28	C-020122	TIRES FOR TRUCK #84
								2,037.52		
825										
000715 THOMPSON MACHINERY	2022	4	INV A	0	2022	4	INV A	323.50	C-020122	REPAIRS TO TRANSFER
001952 DIXIE DOOR COMPANY	2022	4	INV A	0	2022	4	INV A	128.00	C-020122	REPAIRS TO BAY DOOR
022719 UMB CARD SERVICES	2022	4	INV A	0	2022	4	INV A	2,246.99	C-020122	UMB CREDIT CARD PAY



YEAR/PERIOD: ACCOUNT/VENDOR	2022/1 INVOICE	TO 2022/5 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
024542 BRIGGS EQUIPMENT	INV2444675		0	2022 4 INV A	C-020122		RUBBER TRACK
				ACCOUNT TOTAL		3,740.74	
825 614000				FUEL & OIL			
025130 BULLFROG MART LLC	1016041		0	2022 4 INV A	C-020122	100.79	FUEL FOR GENERATORS
				ACCOUNT TOTAL		100.79	
825 622100				PROFESSIONAL SERVICES			
002349 TANK PRO INC	13046		0	2022 4 INV A	C-020122	6,163.50	QUARTERLY BILLING F
002349 TANK PRO INC	13047		0	2022 4 INV A	C-020122	4,337.00	QUARTERLY BILLING F
002349 TANK PRO INC	13048		0	2022 4 INV A	C-020122	4,337.00	QUARTERLY BILLING F
002349 TANK PRO INC	13049		0	2022 4 INV A	C-020122	4,337.00	QUARTERLY BILLING F
002349 TANK PRO INC	13050		0	2022 4 INV A	C-020122	4,337.00	QUARTERLY BILLING F
002349 TANK PRO INC	13051		0	2022 4 INV A	C-020122	4,337.00	QUARTERLY BILLING F
002349 TANK PRO INC	13052		0	2022 4 INV A	C-020122	7,079.00	QUARTERLY BILLING F
002349 TANK PRO INC	13053		0	2022 4 INV A	C-020122	6,486.50	QUARTERLY BILLING F
				ACCOUNT TOTAL		41,414.00	
006920 A SAFELOCK INC	10740		0	2022 4 INV A	C-020122	830.75	INVERNESS WT LOCKS
006920 A SAFELOCK INC	10749		0	2022 4 INV A	C-020122	603.75	LOCKS @ GETWELL WT
006920 A SAFELOCK INC	10757		0	2022 4 INV A	C-020122	603.75	GREENBROOK WT LOCKS
006920 A SAFELOCK INC	10758		0	2022 4 INV A	C-020122	603.75	LOCKS @ WHITWORTH W
006920 A SAFELOCK INC	10759		0	2022 4 INV A	C-020122	618.75	STARLANDING WT LOCK
006920 A SAFELOCK INC	10774		0	2022 4 INV A	C-020122	1,072.50	LICKS @ COLLEGE RD
				ACCOUNT TOTAL		4,333.25	
009195 GAINES, ROBERT	1250		0	2022 4 INV A	C-020122	5,922.50	SCADA SERVICES
009590 GAINES, WILLIAMS &	4642		0	2022 4 INV A	C-020122	5,520.00	GETWELL WTP ELECTRI
009590 GAINES, WILLIAMS &	4643		0	2022 4 INV A	C-020122	6,670.00	WHITWORTH WTP ELECT
				ACCOUNT TOTAL		12,190.00	
018221 CIVIL-LINK, LLC	75670		0	2022 4 INV A	C-020122	1,300.00	UTILITIES RPR
020449 FINAL TOUCH SECURITY	69245		0	2022 4 INV A	C-020122	786.45	TCHULAHOMA LIFT STA
				ACCOUNT TOTAL		65,946.20	
825 624500				LICENSES & MISCELLANEOUS FEES			
014142 MISSISSIPPI ONE CALL	220229		0	2022 4 INV A	C-020122	23,823.52	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	C-020122	96,757.43	JANUARY 20220 SEWER
				ACCOUNT TOTAL		96,757.43	



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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

WARRANT CHECK DESCRIPTION

ORG 825 TOTAL 241,882.26

FUND 0400 UTILITY FUND TOTAL: 843,883.30



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

YEAR/PR	TYP	S	PO	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
0450				SANITATION FUND			
507600			0	SANITATION COLLECTION CHARGE	12.00	C-020122	CUSTOMER WAS PUT ON
035086	PROGRESS	MEMPHIS	1-12-2022	2022 4 INV A			
				ACCOUNT TOTAL	12.00		
850				ORG 0450	12.00		
622100				MAINTENANCE EXPENSES			
005430	CASCADE	ENGINEERING	30551216	22000086 2022 4 INV A	34,941.00	C-020122	NEW ORDER OF GARBAG
021382	PETTY	CASH	1-24-2022	2022 4 INV A	24.00	C-020122	CITY CLERK PETY CAS
				ACCOUNT TOTAL	34,965.00		
				ORG 850	34,965.00		
				ACCOUNT TOTAL	34,977.00		
				FUND 0450 SANITATION FUND			
				TOTAL:	34,977.00		

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



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CITY OF SOUTHAVEN
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

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
111 625700	3690-010322	0		MAYOR ADMIN DEPARTMENT TELEPHONE & POSTAGE 2022 4 INV P	56.08	D-020122	191364 287266623690 - MAYO
111 001167 AT&T MOBILITY				ACCOUNT TOTAL	56.08		
111 626900	1-13-2022	0		TRAVEL & TRAINING 2022 4 INV P	108.70	D-020122	191063 REIMBURSEMENT FOR F
111 020340 MUSSELWHITE DARREN				ACCOUNT TOTAL	108.70		
125 621505	5901-010322	0		COURT DEPARTMENT COURT SUPPLIES 2022 4 INV P	122.16	D-020122	191355 287262425901 - COUR
125 001167 AT&T MOBILITY				ACCOUNT TOTAL	122.16		
145 625700	7941-010322	0		DEPARTMENT OF FINANCE & ADMIN TELEPHONE & POSTAGE 2022 4 INV P	163.39	D-020122	191364 287280227941 - HR C
145 001167 AT&T MOBILITY				ACCOUNT TOTAL	163.39		
150 610500	1174-010822	0		INFORMATION TECHNOLOGY COMPUTERS 2022 4 INV P	117.83	D-020122	191367 8396 01 001 0001174
150 002351 COMCAST				ACCOUNT TOTAL	117.83		
150 610550	3491-010322	0		NETWORK CONNECTIVITY 2022 4 INV P	206.35	D-020122	191355 287251543491 - SD W
150 001167 AT&T MOBILITY				ACCOUNT TOTAL	206.35		
150 625700	3491-010322	0		TELEPHONE/POSTAGE 2022 4 INV P	449.56	D-020122	191355 287251543491 - SD W
150 001167 AT&T MOBILITY				ACCOUNT TOTAL	449.56		
155 625700	1-25-2022	0		CITY CLERK TELEPHONE & POSTAGE 2022 4 INV P	2,000.00	D-020122	191391 #52799301-POSTAGE-C
155 000971 PITNEY BOWES GLOBAL				ACCOUNT TOTAL	2,000.00		
155 001167 AT&T MOBILITY	9424-010322	0		ORG 150 TOTAL	291.93	D-020122	191364 287258869424 - CITY



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
180	625700							
180	001167 AT&T MOBILITY	0	2022	4	INV P			280.40 D-020122
	001167 AT&T MOBILITY	0	2022	4	INV P			356.31 D-020122
	001167 AT&T MOBILITY	0	2022	4	INV P			122.16 D-020122
								191355 287269342685 - BUIL
								191355 287270432970 - CODE
								191364 287274134718 - PLAN
								758.87
								758.87
180	626900							
017984	NACE	0	2022	4	INV A			225.00 D-020122
								225.00
								983.87
211	600100							
029027	WHITE TYLER	0	2022	4	INV P			905.73 D-020122
035097	WATKINS WILLIAM E	0	2022	4	INV P			1,116.08 D-020122
035099	RAINWATER BILLY D	0	2022	4	INV P			549.05 D-020122
								2,570.86
211	612500							
021916	MIDSOUTH SOLUTIONS	0	2022	4	INV P			600.00 D-020122
								600.00
211	625700							
001167	AT&T MOBILITY	0	2022	4	INV A			405.42 D-020122
001234	CENTURYLINK	0	2022	4	INV P			286.56 D-020122
030081	GC PIVOTAL LLC	0	2022	4	INV P			341.84 D-020122
								1,033.82
211	626000							
000966	ENTERGY	0	2022	4	INV A			8.21 D-020122
000966	ENTERGY	0	2022	4	INV A			2,406.54 D-020122
000966	ENTERGY	0	2022	4	INV A			12.45 D-020122
000966	ENTERGY	0	2022	4	INV A			1,164.20 D-020122
000966	ENTERGY	0	2022	4	INV A			11.85 D-020122
								176619377-777 STATE
								37423837-8691 NORTH
								133300244-8691 NORTH
								151475605-7320 HIGH
								167750496-7505 CHER



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

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

211 626900 TRAVEL & TRAINING 1-11-2022 0 2022 4 INV P 700.00 D-020122 191065 STRATEGIC SELF DEFE

006984 TRIAD MARTIAL ARTS I 12022FRNK-13 0 2022 4 INV P 336.00 D-020122 191061 VANGUARD SSGT LEVEL

015310 ELLIS JONATHAN 1-11-2022 0 2022 4 INV P 1,036.00

215 625700 EMERGENCY SERVICES 8236-010322 0 2022 4 INV A 112.16 D-020122 287311608226- 8691

001167 AT&T MOBILITY 3065-122721 0 2022 4 INV P 2,041.79 D-020122 191355 287288053065 - FIRE

290 625700 FIRE DEPARTMENT 1249-011022 0 2022 4 INV P 78.40 D-020122 191366 300091249 - PHONES

001234 CENTURYLINK 15007360034 0 2022 4 INV P 992.96 D-020122 191360 15374952 - 6050 ELM

000966 ENERGY 370003548001 0 2022 4 INV P 76.14 D-020122 191369 50134691 - 8945 TUL

000966 ENERGY 380003551645 0 2022 4 INV P 888.25 D-020122 191370 51589596 - 1940 STA

000966 ENERGY 70006996500 0 2022 4 INV P 928.15 D-020122 191360 79401667 - 7980 SWI

001145 ATMOS ENERGY 2695-011422 0 2022 4 INV P 1,060.75 D-020122 191365 3019672695 - 7980 S

290 626900 TRAVEL & TRAINING 115006600202 0 2022 4 INV P 1,501.41 D-020122 191360 15021074 - 6450 GET

000966 ENERGY 115006600202 0 2022 4 INV P 1,501.41

ORG 290 TOTAL 7,567.85

3,603.25

2,120.19

2,885.50



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-020122

YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR 001167 AT&T MOBILITY 9041-010322 0 PUBLIC WORKS DEPARTMENT TELEPHONE & POSTAGE 2022 4 INV P

ACCOUNT/VENDOR	YEAR/PR TYP S	PO	DEPARTMENT	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
311 000966	2022 4	0	TELEPHONE & POSTAGE	191364 287251729041 - PUBL			
311 000966	2022 4	0	TELEPHONE & POSTAGE	191388 16833121 - 5813 PEP			
311 000966	2022 4	0	TELEPHONE & POSTAGE	191386 98050180 - 5813 PEP			
			ACCOUNT TOTAL	1,581.47			
			UTILITIES	1,581.47			
			ACCOUNT TOTAL	2,050.56			

ACCOUNT/VENDOR	YEAR/PR TYP S	PO	DEPARTMENT	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
315 000966	2022 4	0	UTILITIES	83.75 D-020122			191062 16293359-WHITWORTH
315 000966	2022 4	0	UTILITIES	17.63 D-020122			191062 16344749-SWEET FLAG
315 000966	2022 4	0	UTILITIES	98.17 D-020122			191062 16835019-T L MILLER
315 000966	2022 4	0	UTILITIES	31.44 D-020122			191062 16850885-AIRWAYS AN
315 000966	2022 4	0	UTILITIES	535.88 D-020122			191388 55245484 - 8935 COM
315 000966	2022 4	0	UTILITIES	7.97 D-020122			191386 16834756 - SOUTH CI
315 000966	2022 4	0	UTILITIES	21.52 D-020122			191386 16837783 - 3005 COL
315 000966	2022 4	0	UTILITIES	26.09 D-020122			191387 16853152 - 488 CHUR
315 000966	2022 4	0	UTILITIES	105.12 D-020122			191387 52482346 - 8355 AIR
315 000966	2022 4	0	UTILITIES	81.32 D-020122			191062 19075704-MS 302 & T
315 000966	2022 4	0	UTILITIES	68.38 D-020122			191062 16713240-CHURCH RD
315 000966	2022 4	0	UTILITIES	29.56 D-020122			191062 16713968-CHURCH RD
315 000966	2022 4	0	UTILITIES	36.58 D-020122			191387 68134584 - HAMILTON
315 000966	2022 4	0	UTILITIES	81.32 D-020122			191062 110822004-MS 302 @
315 000966	2022 4	0	UTILITIES	68.612.90 D-020122			191389 16836199 - STREET L
315 000966	2022 4	0	UTILITIES	176.30 D-020122			191388 100968049 - 8770 NO
315 000966	2022 4	0	UTILITIES	49.99 D-020122			191387 108163825 - 6145 AI
315 000966	2022 4	0	UTILITIES	20.51 D-020122			191377 16832941 - 5140 TCH
315 000966	2022 4	0	UTILITIES	25.17 D-020122			191387 115078636 - 1989 ST
315 000966	2022 4	0	UTILITIES	22.43 D-020122			191386 91224535 - 992 CHUR
315 000966	2022 4	0	UTILITIES	25.55 D-020122			191377 124065178 - AIRWAYS
315 000966	2022 4	0	UTILITIES	30.97 D-020122			191377 124075086 - AIRWAYS
315 000966	2022 4	0	UTILITIES	82.60 D-020122			191377 16837528 - STATE LI
315 000966	2022 4	0	UTILITIES	32.17 D-020122			191377 16839003 - HIGHWAY
315 000966	2022 4	0	UTILITIES	83.33 D-020122			191360 15556418 - STATE LI
315 000966	2022 4	0	UTILITIES	315.48 D-020122			191388 69086056 - HAMILTON
315 000966	2022 4	0	UTILITIES	25.30 D-020122			191377 19131200 - 8185 GET
315 000966	2022 4	0	UTILITIES	26.19 D-020122			191387 47904040 - 8683 AIR
315 000966	2022 4	0	UTILITIES	35.51 D-020122			191360 153800891 - GOODMAN
315 000966	2022 4	0	UTILITIES	24.53 D-020122			191377 89417232 - 6006 GET
315 000966	2022 4	0	UTILITIES	119.89 D-020122			191377 90253295 - 8507 INV
315 000966	2022 4	0	UTILITIES	42.36 D-020122			191377 147671986 - SE CORN
315 000966	2022 4	0	UTILITIES	42.50 D-020122			191377 147671994 - GOODMAN



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
000966	ENTERGY	350003524390	2022	4	INV A	10.88	D-020122	180865792-STATELINE
000966	ENTERGY	350004744949	2022	4	INV P	63.28	D-020122	161881305 - 699 RES
000966	ENTERGY	375004651074	2022	4	INV P	35.65	D-020122	191387 68387034 - 249 GOOD
000966	ENTERGY	390003522228	2022	4	INV P	22.31	D-020122	191360 16838005 - 4830 AIR
000966	ENTERGY	3950045220713	2022	4	INV P	4.47	D-020122	191360 16835456 - SOUTHAVE
000966	ENTERGY	40007633013	2022	4	INV P	156.26	D-020122	191377 169321593 - 2810 MA
000966	ENTERGY	405004274356	2022	4	INV P	81.69	D-020122	191387 61645719 - 7655 AIR
000966	ENTERGY	405004274357	2022	4	INV P	136.67	D-020122	191388 61645784 - 7532 SOU
000966	ENTERGY	415004236029	2022	4	INV P	26.19	D-020122	191387 58522954 - 6875 AIR
000966	ENTERGY	415004238471	2022	4	INV P	11.31	D-020122	191386 89409965 - WSTATES
000966	ENTERGY	440002866238	2022	4	INV P	365.97	D-020122	191388 16832230 - 453 AIRP
000966	ENTERGY	440002866240	2022	4	INV P	28.78	D-020122	191387 16835951 - STATELIN
000966	ENTERGY	440002866241	2022	4	INV P	69.38	D-020122	191387 16839979 - ST LINE
000966	ENTERGY	440002866242	2022	4	INV P	15.88	D-020122	191386 16850182 - GREENBRO
000966	ENTERGY	440002866243	2022	4	INV P	7.97	D-020122	191386 16850398 - GREENBRO
000966	ENTERGY	460002925359	2022	4	INV P	86.89	D-020122	191360 17327354 - SWINNEA
000966	ENTERGY	480002933103	2022	4	INV P	28.53	D-020122	191387 63799183 - 6715 HOS
000966	ENTERGY	490002941881	2022	4	INV P	27.76	D-020122	191387 69478867 - 6345 AIR
000966	ENTERGY	490002941882	2022	4	INV P	22.57	D-020122	191386 59478941 - 6610 AIR
000966	ENTERGY	500001590254	2022	4	INV P	21.65	D-020122	191386 145700183 - 2996 CO
000966	ENTERGY	500001591083	2022	4	INV P	36.83	D-020122	191377 158165845 - 2719 BR
000966	ENTERGY	50007512460	2022	4	INV P	350.75	D-020122	191062 15064967 - ST LT CIT
000966	ENTERGY	510001613877	2022	4	INV P	32.55	D-020122	191377 89417216 - 5577 GET
000966	ENTERGY	515003305827	2022	4	INV P	21.52	D-020122	191386 19047497 - 951 RASC
000966	ENTERGY	520001588644	2022	4	INV P	23.90	D-020122	191386 85056398 - 750 BROO
000966	ENTERGY	520001589691	2022	4	INV P	166.81	D-020122	191388 110822012 - STATELI
000966	ENTERGY	530001567701	2022	4	INV P	18.70	D-020122	191386 64945074 - 805 RASC
000966	ENTERGY	55006958340	2022	4	INV P	50.78	D-020122	191360 150262913 - CHERRY
000966	ENTERGY	570001449777	2022	4	INV P	26.09	D-020122	191360 164909244 - GETWELL
000966	ENTERGY	65006898268	2022	4	INV P	21.65	D-020122	191386 50881309 - 1005 CHU
000966	ENTERGY	65006898351	2022	4	INV P	25.17	D-020122	191387 52730470 - 85 CHURC
000966	ENTERGY	70006990939	2022	4	INV P	83.75	D-020122	191387 110821964 - ST LINE
000966	ENTERGY	70006990940	2022	4	INV P	65.17	D-020122	191387 110821972 - STATELI
000966	ENTERGY	70006990941	2022	4	INV P	69.38	D-020122	191387 110821998 - MISS VA
000966	ENTERGY	70006990942	2022	4	INV P	66.40	D-020122	191387 110822038 - RASCO R
000966	ENTERGY	90006903537	2022	4	INV P	7.67	D-020122	191386 155440321 - 367 RASC

73,309.62

001105 NORTHCENTRAL ELECTRI 7008-0122 2022 4 INV P 4,536.89 D-020122 191064 59247008- ST LIGHTS

77,846.51

ACCOUNT TOTAL

77,846.51

ORG 315 TOTAL

PARKS DEPARTMENT TELEPHONE & POSTAGE 2022 4 INV P 602.03 D-020122 191355 287265161081 - PARK

ACCOUNT TOTAL

51.11 D-020122 191354 662 280-5138 648 18

ACCOUNT TOTAL

653.14

411 625700 1081-010322 1874-122821

001167 AT&T MOBILITY 0013136 AT&T



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-020122

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YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

WARRANT CHECK DESCRIPTION

411	526000	10015982501	0	UTILITIES	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
000966	ENERGY	110006845684	0	2022	4	INV P	90.39	D-020122	191369 47805247 - 6208 SNO
000966	ENERGY	110006845685	0	2022	4	INV P	2,026.12	D-020122	191370 15744642 - 3376 NAI
000966	ENERGY	110006845686	0	2022	4	INV P	12.01	D-020122	191369 15744865 - 3566 NAI
000966	ENERGY	110006848002	0	2022	4	INV P	974.61	D-020122	191388 123335762 - 800 STO
000966	ENERGY	115006590380	0	2022	4	INV P	56.58	D-020122	191062 16836884-CHAPARRAL
000966	ENERGY	115006590381	0	2022	4	INV P	258.77	D-020122	191062 16838617-SNOWDEN PA
000966	ENERGY	115006600282	0	2022	4	INV P	297.63	D-020122	191370 66074311 - 6208A SN
000966	ENERGY	120005452866	0	2022	4	INV P	51.29	D-020122	191369 66762873 - 6275 SNO
000966	ENERGY	185006567786	0	2022	4	INV P	233.16	D-020122	191370 20291415 - 3480 SUN
000966	ENERGY	185006577412	0	2022	4	INV P	601.40	D-020122	191062 38124624 - CHERRY VA
000966	ENERGY	2024364682	0	2022	4	INV P	447.16	D-020122	191370 20892766 - 6070 SNO
000966	ENERGY	210004919604	0	2022	4	INV P	266.35	D-020122	191388 171475650 - 6650 SNO
000966	ENERGY	220004985289	0	2022	4	INV P	3,424.55	D-020122	191370 44368587 - 3335 PIN
000966	ENERGY	250005061312	0	2022	4	INV P	7.56	D-020122	191386 127643322 - 7890 GR
000966	ENERGY	250005061453	0	2022	4	INV P	168.49	D-020122	191388 15928989 - 8400 GRE
000966	ENERGY	260005092343	0	2022	4	INV P	255.49	D-020122	191388 38822441 - 8925 SWI
000966	ENERGY	265005676422	0	2022	4	INV P	131.80	D-020122	191369 19046408 - 3025 CAR
000966	ENERGY	265005676423	0	2022	4	INV P	47.71	D-020122	191369 16833329 - 3278 MAY
000966	ENERGY	265005676424	0	2022	4	INV P	7.56	D-020122	191369 16834020 - GETWELL
000966	ENERGY	265005676427	0	2022	4	INV P	258.16	D-020122	191370 16837304 - 6205 SNO
000966	ENERGY	265005681816	0	2022	4	INV P	379.20	D-020122	191370 16852006 - 7505 STO
000966	ENERGY	300003579509	0	2022	4	INV P	274.46	D-020122	191388 125567883-800 STOWE
000966	ENERGY	330003538058	0	2022	4	INV P	3,995.06	D-020122	191388 4111535-7360 US HI
000966	ENERGY	370003544094	0	2022	4	INV P	17.80	D-020122	191386 46687588-365 RASCO
000966	ENERGY	370003544095	0	2022	4	INV P	52.85	D-020122	191369 31109259 - 7705 TCH
000966	ENERGY	370003544096	0	2022	4	INV P	35.38	D-020122	191369 31109317 - 7655 TCH
000966	ENERGY	370003544097	0	2022	4	INV P	69.68	D-020122	191369 31109366 - 7625 TCH
000966	ENERGY	370003544098	0	2022	4	INV P	62.54	D-020122	191369 31109424 - 7635 TCH
000966	ENERGY	370003544099	0	2022	4	INV P	45.47	D-020122	191369 31109473 - 7525 TCH
000966	ENERGY	370003544100	0	2022	4	INV P	53.00	D-020122	191369 31109549 - 7535 TCH
000966	ENERGY	370003544101	0	2022	4	INV P	45.36	D-020122	191369 31109614 - 7645 TCH
000966	ENERGY	370003544102	0	2022	4	INV P	7.56	D-020122	191369 31109648 - 7665 TCH
000966	ENERGY	370003544139	0	2022	4	INV P	14.77	D-020122	191369 31109663 - 7735 TCH
000966	ENERGY	375004652473	0	2022	4	INV P	7.83	D-020122	191369 22512453 - 6205 GET
000966	ENERGY	375004652474	0	2022	4	INV P	117.06	D-020122	191369 74855255 - 6277B SN
000966	ENERGY	425004191466	0	2022	4	INV P	7.56	D-020122	191369 74869355 - 6277A SN
000966	ENERGY	450002933042	0	2022	4	INV P	525.14	D-020122	191386 45692910-8925 SWLNN
000966	ENERGY	460002927126	0	2022	4	INV P	7.56	D-020122	191370 18054049 - SNOWDEN
000966	ENERGY	480002933148	0	2022	4	INV P	7.56	D-020122	191386 69723351-8925 SWINN
000966	ENERGY	480002936991	0	2022	4	INV P	491.75	D-020122	191388 125567875 - 800 STO
000966	ENERGY	480002936992	0	2022	4	INV P	25.08	D-020122	191387 117424333 - 1729 BR
000966	ENERGY	500001591745	0	2022	4	INV P	7.56	D-020122	191386 16838419-7505 CHERR
000966	ENERGY	505003446619	0	2022	4	INV P	618.29	D-020122	191388 16839250 - 7505 CHERR
000966	ENERGY	550006964822	0	2022	4	INV P	24.67	D-020122	191386 56395635-7360 US HI
			0	2022	4	INV P	67.16	D-020122	191062 119242972- 7635 TCH
			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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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-020122

ACCOUNT/VENDOR	YEAR/PERIOD: 2022/1 TO 2022/5	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001145 ATMOS ENERGY	2435-011422	0	2022	4 INV P	782.45	191381	3019672435 - 8400 G
001145 ATMOS ENERGY	3076-011422	0	2022	4 INV P	151.55	191381	3020713076 - 8925 S
001145 ATMOS ENERGY	80559-0122	0	2022	4 INV P	259.34	191059	4027080559 - 3750 FR
					<u>1,493.95</u>		
001234 CENTURYLINK	200022-11022	0	2022	4 INV P	936.59	191357	400200022 - PARKS P
001234 CENTURYLINK	200373-11022	0	2022	4 INV P	122.81	191382	400200373 - FOREVER
001234 CENTURYLINK	3210-010222	0	2022	4 INV P	146.36	191357	465283210 - TENNIS
					<u>1,205.76</u>		
002351 COMCAST	1174-010822	0	2022	4 INV P	710.80	191367	8396 01 001 0001174
013136 AT&T	1875-DEC282021	0	2022	4 INV P	44.42	191058	662 280-0258 535 18
016529 DIRECTV	18993796X220109	0	2022	4 INV P	87.73	191359	18993796 - PARKS (S
016529 DIRECTV	19027170X220117	0	2022	4 INV P	124.37	191385	19027170 - GOLFL (SE
016529 DIRECTV	46471734X220105	0	2022	4 INV P	157.28	191060	046471734 - 3335 PIN
					<u>369.38</u>		
				ACCOUNT TOTAL	20,409.01		
				ORG 411 TOTAL	21,062.15		
				MUNICIPAL CODE ENFORCEMENT MATERIALS			
511 611000				2022 4 INV P	215.82	191363	MATERIALS-TIDY CATS
010919 TRACTOR SUPPLY CREDI	2037893320	0	2022	4 INV P	128.29	191363	MATERIALS-TIDY CATS
010919 TRACTOR SUPPLY CREDI	2041008100	0	2022	4 INV P			
					<u>344.11</u>		
				ACCOUNT TOTAL	344.11		
511 625700				TELEPHONE & POSTAGE			
001167 AT&T MOBILITY	7723-010322	0	2022	4 INV P	280.40	191355	287269097723 - ANIM
				ACCOUNT TOTAL	280.40		
				ORG 511 TOTAL	624.51		
				EXPENSE ACCOUNTS			
902 620902				FACILITIES MANAGEMENT			
000966 ENERGY	190005604697	0	2022	4 INV P	2,468.45	191388	68111178 - 8554 NOR
000966 ENERGY	205006189119	0	2022	4 INV P	18.82	191377	60209269 - 7111 TCH
000966 ENERGY	230005023047	0	2022	4 INV P	190.52	191388	80540586 - 8889 NOR
000966 ENERGY	310003576044	0	2022	4 INV P	418.20	191388	130057649 - 7312 HI
000966 ENERGY	315005093917	0	2022	4 INV P	19.72	191062	17624743-6200 GETWE
000966 ENERGY	315005103664	0	2022	4 INV P	812.07	191388	16004111 - 8889 NOR
000966 ENERGY	315005103672	0	2022	4 INV P	77.66	191387	15991573 - 8710 NOR
000966 ENERGY	345004871120	0	2022	4 INV P	19.81	191360	176233570 - 6052 ELM



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-020122

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YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

YEAR/PERIOD	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
000966	ENERGY	440002866237	0	2022	4	INV P	4,324.37	191388	16831992 - 8700 NOR
000966	ENERGY	65006896356	0	2022	4	INV P	17.51	191360	109997221 - 2009 ST
000966	ENERGY	65006896357	0	2022	4	INV P	20.66	191360	109997247 - 165 STA
							8,387.79		
001145	ATMOS ENERGY	4408-010422	0	2022	4	INV P	487.63	191059	3018864408-8889 NOR
001145	ATMOS ENERGY	7945-010422	0	2022	4	INV P	2,898.13	191059	3015017945- 8710 NO
002351	COMCAST	200510-11122	0	2022	4	INV P	3,385.76	191358	8396 40 022 0200510
							12,057.71		
902	622100								
007507	DESOTO COUNTY ECONOM	1-20-2022	0	2022	4	INV P	21,750.00	191368	DONATION FOR LOBBYI
024875	ADP LLC	596732077	0	2022	4	INV P	450.00	191380	#1184702-WORKFORCE
035096	REGIONSMART	20220703	0	2022	4	INV P	8,000.00	191372	INTERSTATE COMPACT
							30,200.00		
							42,257.71		
904	629100								
035095	TAYLOR ALBERT K	1-20-2022	0	2022	4	INV P	1,378.00	191373	CLAIM - BOARD APPRO
							1,378.00		
							1,378.00		
							167,197.42		

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FUND 0010 GENERAL FUND
TOTAL: 167,197.42



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-020122

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YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

WARRANT CHECK DESCRIPTION

711	625800	BOND PROJECT EXPENSES	0	2022	4	INV P	8,000.00	D-020122	191392	GETWELL RD WIDENING
711	035104	GUSTAFSON TOD	1-26-2022							
						ACCOUNT TOTAL	8,000.00			
711	640240	PEDESTRIAN BRIDGE		2022	4	INV P	124,654.40	D-020122	191379	SNOWDEN PEDESTRIAN
711	001540	MURPHY & SONS, INC. PAYAPP-9								
						ACCOUNT TOTAL	124,654.40			
		ORG 711				TOTAL	132,654.40			
							TOTAL:	132,654.40		

FUND 0100 BOND FUNDED CAP PROJ



YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR: 001167 AT&T MOBILITY INVOICE

ACCOUNT/VENDOR	YEAR/PERIOD	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
825	625700	0	2022 4 INV A	2,129.50	D-020122	287251660413- UTILI
825	001167 AT&T MOBILITY	60413-010322	UTILITY MAINTENANCE EXPENSES TELEPHONE & POSTAGE	2,129.50		
ACCOUNT TOTAL				2,129.50		
825	626000	0	2022 4 INV A	55.12	D-020122	122346919-LEGANDS I
000966	ENTERGY	165006449814	UTILITIES	54.29	D-020122	57153132-2768 BLACK
000966	ENTERGY	205006184960	2022 4 INV A	36.94	D-020122	122548779-5253 SWIN
000966	ENTERGY	210004916788	2022 4 INV A	211.63	D-020122	16836702-6854 TCHUL
000966	ENTERGY	240005035010	2022 4 INV A	15.08	D-020122	16851461-HUNTERS GL
000966	ENTERGY	240005035011	2022 4 INV A	112.40	D-020122	173771627-5937 KUYK
000966	ENTERGY	260005091566	2022 4 INV A	10.40	D-020122	16852907-1334 GOODM
000966	ENTERGY	265005676428	2022 4 INV A	4.302.38	D-020122	16853459-5850 GETW
000966	ENTERGY	265005676429	2022 4 INV A	29.44	D-020122	19045665-6845 MCCA1
000966	ENTERGY	270005111067	2022 4 INV A	19.79	D-020122	79240205-4154 DAVID
000966	ENTERGY	280005109280	2022 4 INV A	188.72	D-020122	102092335-8182 GETW
000966	ENTERGY	295005425327	2022 4 INV A	53.59	D-020122	60572526-GROVE MEAD
000966	ENTERGY	315005097013	2022 4 INV A	12.01	D-020122	16851180-7696 AIRWA
000966	ENTERGY	320003560660	2022 4 INV A	26.81	D-020122	16851735-5795 PEPPE
000966	ENTERGY	320003560661	2022 4 INV A	357.73	D-020122	122867856-4165 HIGH
000966	ENTERGY	325005017771	2022 4 INV A	293.90	D-020122	122868045-53 WOODLA
000966	ENTERGY	325005017772	2022 4 INV A	1,064.92	D-020122	17627084-170 COLLE
000966	ENTERGY	345004871103	2022 4 INV A	3,147.17	D-020122	39758438-5850 GETWE
000966	ENTERGY	345004871104	2022 4 INV A	7.56	D-020122	107599953-2543 JIM
000966	ENTERGY	35007089993	2022 4 INV A	45.07	D-020122	163913981-SWINNEA R
000966	ENTERGY	365004744734	2022 4 INV A	35.14	D-020122	75760785-8157A PARK
000966	ENTERGY	365004748001	2022 4 INV A	142.44	D-020122	76259076-3088 NAIL
000966	ENTERGY	375004652534	2022 4 INV A	2,118.80	D-020122	71532782-1433 STATE
000966	ENTERGY	375004652535	2022 4 INV A	13.25	D-020122	16835787-HUDGINS R
000966	ENTERGY	440002865502	2022 4 INV A	87.63	D-020122	16850588-7525 GREEN
000966	ENTERGY	440002866239	2022 4 INV A	7,553.90	D-020122	126811512-AIRWAYS B
000966	ENTERGY	440028662244	2022 4 INV A	12.22	D-020122	18757831-3401 WOODL
000966	ENTERGY	445004072732	2022 4 INV A	134.29	D-020122	18141937-8440 GREEN
000966	ENTERGY	450002929709	2022 4 INV A	20.89	D-020122	76194174-303 LONG
000966	ENTERGY	455004011072	2022 4 INV A	93.29	D-020122	43981182-1903 STARL
000966	ENTERGY	460002926314	2022 4 INV A	55.01	D-020122	167538396-8827 GETW
000966	ENTERGY	475003960677	2022 4 INV A	35.70	D-020122	85491660-CHANCEY C
000966	ENTERGY	510001614415	2022 4 INV A	81.72	D-020122	19338714-TURMAN DR
000966	ENTERGY	520001588623	2022 4 INV A	104.02	D-020122	87490884-2017 STAR
000966	ENTERGY	570001449914	2022 4 INV A	111.20	D-020122	
000966	ENTERGY	590001413212	2022 4 INV A	20,644.45		
001145	ATMOS ENERGY	4023-0122	2022 4 INV A	60.38	D-020122	4009764023-8779 WHI
001167	AT&T MOBILITY	10592-010522	2022 4 INV P	58.97	D-020122	662 449-2605 001 05
001167	AT&T MOBILITY	8869-010322	2022 4 INV A	965.71	D-020122	820538869- LAPTOPS
ACCOUNT TOTAL				1,024.68		



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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

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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CITY OF SOUTHAVEN
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

ACCOUNT/VENDOR	YEAR/PERIOD	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0600	2022/1						
0600	2022/1						
021029	2022/1						
021029	2022/1						
0600	2022/1						
001407	2022/1						
0600	2022/1						
014191	2022/1						
=====							
FUND 0600 PAYROLL FUND							
=====							
TOTAL: 8,606.22							
=====							

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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

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
701 013790 HANCOCK BANK	40101	0		170,000.00 W-020122	56985 G/O BONDS SERIES 20	
				170,000.00		
701 013790 HANCOCK BANK	40101	0		19,958.25 W-020122	56985 G/O BONDS SERIES 20	
				19,958.25		
			ORG 701	189,958.25		
TOTAL:				189,958.25		

FUND 0300 DEBT SERVICE



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET W-020122

YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

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811	650101	UTILITY EXPENSE ACCOUNTS	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
811	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 SOUTHAVERN
FY 2022 CLAIMS DOCKET W-020122

ACCOUNT/VENDOR

YEAR/PERIOD: 2022/1 TO 2022/5

INVOICE

PO

YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

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ACCOUNT/VENDOR	YEAR/PERIOD: 2022/1 TO 2022/5	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0600	214300						
031228	UNITEDHEALTHCARE INC	649140724285	0	2022 4 DIR P	W-020122	56988	FEBRUARY 2022 MEDIC
				ACCOUNT TOTAL		301,096.28	
0600	214900						
002311	EMPPOWER RETIREMENT	964523538	0	2022 4 DIR P	W-020122	56982	JAN. 14, 2022 PAYRO
002311	EMPPOWER RETIREMENT	966418884	0	2022 4 DIR P	W-020122	56984	JAN. 21, 2022 PAYRO
				ACCOUNT TOTAL		10,428.22	
				ACCOUNT TOTAL		10,428.22	
0600	215101						
022644	CORPORATE PLANNING	1-19-2022	0	2022 4 DIR P	W-020122	56983	JAN. 21, 2022 FSA/D
022644	CORPORATE PLANNING	1-26-2022	0	2022 4 DIR P	W-020122	56987	JANUARY 21, 2022 FS
				ACCOUNT TOTAL		6,602.81	
				ACCOUNT TOTAL		6,602.81	
0600	215102						
031228	UNITEDHEALTHCARE INC	649140724285	0	2022 4 DIR P	W-020122	56988	FEBRUARY 2022 MEDIC
				ACCOUNT TOTAL		15,932.77	
				ACCOUNT TOTAL		15,932.77	
0600	215105						
031228	UNITEDHEALTHCARE INC	649140724285	0	2022 4 DIR P	W-020122	56988	FEBRUARY 2022 MEDIC
				ACCOUNT TOTAL		3,839.24	
				ACCOUNT TOTAL		3,839.24	
				ORG 0600	TOTAL	337,899.32	
				TOTAL:		337,899.32	

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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

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

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

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

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

Now therefore City and Performance agree as follows:

1. Effective April 1, 2022, Performance shall provide all cleaning services and cleaning supplies for the all the City Building and Facilities as set forth and in accordance with Exhibit A. All cleaning service shall be done in professional manner and shall be completed as determined by the City’s Public Works Director.
2. The City shall compensate Performance in the monthly amount of \$2,551.47 for Performance cleaning the City Court twice a week; monthly amount of \$303.24 for cleaning the City Snowden Home once a month; and monthly amount of \$3,710.86 for weekly cleanings of the City Buildings and Facilities, which shall include all City Police Facilities all of which are set forth in Exhibit A. Prices will be adjusted consistent with the Consumer Price Index for all Urban Areas for prices of goods and services purchased for consumption by urban households. Payment by the City shall

be due within forty-five (45) days of invoice by Performance.

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


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

7. This contract shall be for a two (2) year term. City may terminate this Agreement for convenience with thirty (30) days written notice to Performance.
8. The individuals signing this Agreement represent and warrant that they have the authority and been duly authorized to execute the Agreement.
9. Performance shall maintain all insurance as required by and as set forth in Exhibit A. The City shall be named as an additional insured.

CITY OF SOUTHAVEN

BY: DARREN MUSSELWHITE, MAYOR

FACILITIES PERFORMANCE GROUP, LLC



BY: *Amanda Boling, Manager*

EXHIBIT A
PERFORMANCE RESPONSE TO REQUEST FOR PROPOSALS



FACILITIES PERFORMANCE GROUP, LLC

January 28, 2022

City of Southaven, Mississippi
Public Works & Facilities
Attn: Bradley Wallace

Dear Bradley,

Please see the below pricing:

PRICING AND DETAILS

DESCRIPTION	AMOUNT
Monthly Service Fee - City Court	\$ 2,551.47
Monthly Service Fee - Snowden Home	\$ 303.24
Monthly Service Fee - City Buildings and Facilities including City Police Facilities	\$ 3,710.86
Total Cost Per Month	\$ 6,565.57

We look forward to discussing our pricing and next steps with you. Thank you for your continued partnership with FPG.

Sincerely,

David Cain

**RESOLUTION OF CITY OF SOUTHAVEN, MISSISSIPPI
DECLARING SURPLUS PROPERTY**

WHEREAS, the City of Southaven Information Technology Department is presently in possession of a variety of property attached hereto as Exhibit A, which is outdated, not useful or cost effective due to the storage and maintenance costs; and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the property as set forth in Exhibit A be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, and removed from the fixed assets inventory; and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of such property and amending, its fixed assets inventory pursuant to State guidelines; and

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

1. The property listed in Exhibit A be hereby declared as surplus property due to the fact that the property is outdated, not useful or cost effective due to the storage and maintenance costs and has no value to the City.
2. The City Clerk, IT Director, or their designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the property in Exhibit A.

REMAINDER OF PAGE LEFT BLANK

Following the reading of this Resolution, it was introduced by Alderman _____ and seconded by Alderman _____. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Jerome

Alderman Kristian Kelly

Alderman Charlie Hoots

Alderman George Payne

Alderman Joel Gallagher

Alderman John David Wheeler

Alderman Raymond Flores

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 15th day of February, 2022.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

INDEPENDENCE DAY PRODUCTION CONSULTANT AGREEMENT

This Agreement is made this the _____ day of February 2022 by and between **Argo Entertainment, LLC**, a Mississippi Limited Liability Company, and the **City of Southaven**, a municipality located in DeSoto County, Mississippi.

WHEREAS, Argo Entertainment, LLC ("Argo") is in the business of providing entertainment events that include pyrotechnics, music and outdoor entertainment events, and

WHEREAS, the City of Southaven ("City"), pursuant to Chapter 933 House Bill 1618 of 1993 ("Legislation") is authorized to use funds for the promotion of tourism in the City and pursuant to Miss. Code Ann. 17-3-1, the City has determined that its 4th of July Event (the "Event") will help advertise and bring into favorable notice the opportunities, possibilities, and resources of the City, and will advance the moral, financial and other interests of the City and the City is authorized to use funds from the Legislation for the Event and/or funds pursuant to Mississippi Code 17-3-1; and

WHEREAS, the City wishes to contract with Argo for Argo to host the Event, which shall include fireworks, musical entertainment, and other activities as set forth herein, and in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

1. The Responsibilities of City. The City will cooperate with Argo in a reasonable manner. In addition, City will provide the following:

- 1.1 City will provide Argo reasonable access to certain areas of Snowden Grove Park to be determined by the City Park's Director no later than noon, July 3, 2022 for the purpose of set-up for the Event. City will ensure Argo's use of those areas of Snowden Grove Park, as determined by the City's Park Director, on the day of the Event for the purpose of additional set-up and hosting of the Event. The City's Park Director or his designee, City Police, City Fire Department shall at all times remain in authority and maintain full jurisdiction over Snowden Grove Park.
- 1.2 City will provide Argo payment of thirty-two thousand and five hundred dollars and 00/100 (\$32,500.00) on or before March 1, 2022, for Argo's producing of the Event in accordance with this Agreement. Argo shall be responsible for all other cost and expense associated with hosting the Event and the City shall have no other costs other than the \$32,500.00 as set forth in this Section 1.2 unless the Event is rescheduled, due to weather or shipping delays, as described in Section 4 of this agreement.
- 1.3 City will be responsible for all security and traffic control and parking during times of set-up and staging of the Event.
- 1.4 City will provide fire and ambulance coverage at the Event in a manner appropriate and customary in the industry where pyrotechnics are used.
- 1.5 City will be responsible for all clean-up after staging of the Event.
- 1.6 City will cooperate with Argo in regard to the logistics for delivery of fireworks, inflatables, and vendor set-up.

1.7 Argo will provide to City a certificate of insurance naming the City of Southaven as an additional insured with liability coverage, which shall be no less than one million dollars (\$1,000,000.00).

2. The Responsibilities of Argo. Argo will produce the Event and provide all items, vendors, contractors, and entertainment as set forth in this Section 2 at the Snowden Grove Park within the City Limits of Southaven, on July, 4, 2022.

2.1 Argo will enter into a contract with High Tech Special Effects "High Tech" whereby High Tech will provide a 20-minute fireworks production. Argo will deliver to City an insurance certificate from High Tech naming Argo and City as additional insureds. Coverage will be no less than five million dollars (\$5,000,000.00). The contract between Argo and High Tech shall contain a provision providing for the assignment of the contract from Argo to City, in the event, Argo is otherwise unable to perform its responsibilities pursuant to this Agreement.

2.2 Upon approval of the City's Park Director, Argo will utilize Event staging already in place at the Snowden Grove Amphitheater.

2.3 Argo will provide sound systems and technicians to operate the appropriate sound equipment suitable for the musical acts and entertainment.

2.4 Argo will contract with entertainers to appear and perform at the Event and Argo shall be responsible for all costs involved for musical acts and sound equipment or any other costs associated with the entertainers. The consent of City is required prior to Argo contracting with those entertainers for the Event, which names of the entertainers shall be provided to the City by June 1, 2022. No act, performance, exhibition, entertainment, vendor, or sponsorship/promotional media or material shall be given, posted, distributed, or allowed at the Event which is indecent, lewd, obscene, or immoral, including nudity and graphic obscenities. Should any act, performance, exhibition, entertainment, vendor, or sponsorship/promotional media or material, or any part thereof, be deemed by the City to be indecent, lewd, obscene, immoral, or in any manner publicly offensive, the City shall have the authority to stop the Event or to demand the removal of the objectionable subject. The City reserves the right to eject or cause to be ejected from the Event any objectionable person or persons. The City shall not be liable in any way to Argo for the City's actions under this Section.

2.5 Argo will be responsible for all Event marketing. Such marketing may include, but may not be limited to, on-line, radio, TV and print. The City shall also maintain the right to market the Event.

2.6 Argo will provide other activities, including but not limited to, "moonbounces," inflatables, and items of a similar nature. Argo shall obtain from any company providing moonbounces, inflatables, and the like a certificate of insurance with coverage of no less than one million dollars (\$1,000,000.00) listing both Argo and City as additional insureds. Argo shall provide such certificates of insurance to the City.

2.7 Argo will seek and contract for sponsorships for the Event. The revenues will be the property of Argo exclusively and from those revenues, Argo agrees to host the Event described herein. Argo agrees to honor and shall not compete with City sponsorships already in place. The City Park's Director shall approve the actual display and location of display of any sponsorship material at Snowden Grove Park. Argo shall remove any and all displays within twenty four

(24) hours of the Event. If such displays are not removed by Argo, the City shall have the right to remove and dispose of the displays.

2.8 Argo will seek and contract with food vendors for the event. The revenues derived from those vendor contracts will be the property of Argo exclusively.

3. Argo agrees to provide notice to City by March 1, 2022, in the event, it is unable to perform any or all of its responsibilities set forth herein. In the event, Argo is unable to perform any or all of its responsibilities set forth in this Agreement, Argo agrees to assign to City its rights under any of the vendor contracts necessary to host the event. In addition, if Argo is unable to perform and if the City desires to host the Event, Argo shall transfer to City such portion of the sponsorship proceeds as may be necessary to host the Event, including, but not limited to, City's \$32,500 sponsorship payment. If Argo does not provide such notice and in fact does not perform, Argo shall refund the City's sponsorship payment in full and to deal in good faith in regard to its contractual obligations with other vendors and sponsors. In no event, shall the City be liable to any vendor or contractor of Argo for Argo's failure to perform any portion of its contract with such vendor or contractor. Furthermore, the City shall maintain the right to seek any and all other legal remedies against Argo.

4. Argo and City agree that weather or other events outside the control of either party, including, but not limited to shipping delays, may impact the Event, particularly in regard to the firework performance by High Tech. Argo and City agree to cooperate in good faith regarding rescheduling the event, if necessary, to a mutually agreed upon date. Any costs associated with rescheduling the Event, such as, but not limited to, truck rental, general labor and basic hard cost from High Tech, will be the responsibility of the City and shall not exceed one thousand and five hundred (\$1,500) dollars.

5. This Agreement contains the full and complete understanding of the parties with regard to the subject matter thereof and supersedes all prior representations and understandings, whether written or oral. This Agreement may not be modified in any manner except by written amendment executed by the parties. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

6. This Agreement shall be governed by the laws of the State of Mississippi without regard to conflict-of-laws principles. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of Agreement may be brought against either party in the courts of DeSoto County, Mississippi, or if it can acquire jurisdiction, in the United States District Court for the Northern District of Mississippi. Each party consents to jurisdiction in such courts, and waives any objection to venue laid therein. Process in any action arising under Agreement may be served on any parties anywhere in the world.

7. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope, or otherwise, then the parties contemplate that any court

making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

8. Argo shall require all contractors, vendors, and entertainers to execute a waiver of liability/hold harmless agreement in favor of Argo and the City.

9. In carrying out its obligations under this Agreement, Argo shall comply with all rules, regulations, laws and ordinances of the United States, the State of Mississippi, the City of Southaven or Desoto County and all those established by the City for the Event area. Argo shall have the responsibility and shall pay for all permits, licenses, taxes, charges, fees required of it by the laws, ordinances, rules and regulations whether federal, state, county or City, due on account of its business and other permitted activities engaged in under this Agreement. If the attention of the City is called to any violation, Argo will immediately desist and correct the violation.

10. Argo shall not sale and/or provide any alcoholic beverages, including distilled liquors, beer and wine, at the Event. In addition, Argo shall not charge admission to the Event.

11. Argo agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued thereunder including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of the copyrighted work during the Event. Argo shall indemnify the City from any all and all claims, costs, expenses, taxes, losses, or any and all other actions resulting from Argo's failure to comply with this paragraph.

12. Argo shall indemnify the City, its officers, officials, employees, and agents from any and all claims, costs, expenses, suits, losses, or any and all other actions resulting from Argo's duties, representations, and obligations under this Agreement.

13. If required under Mississippi law, Argo shall notify the Mississippi Department of Revenue of the Event contemplated by this Agreement, register the Event, and be liable for any sales tax obligations from the Event. If available, Argo shall provide to the City a tax clearance letter issued by the Mississippi Department of Revenue prior to the Event. Argo shall indemnify the City from any all and all claims, costs, expenses, taxes, losses, or any and all other actions resulting from Argo's failure to comply with this paragraph.

14. The City shall have the right to terminate this Agreement immediately, without notice, and without penalty or liability, in the Event of default by Argo in the performance of any of the terms or conditions of this Agreement

15. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

CITY OF SOUTHAVEN

ARGO ENTERTAINMENT, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Item for Bid	Username	First, Last Name	Company Name	Final Bid Amount	Bid Submittal
Year 1 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$60.00	2/4/2022 10:00
Year 1 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$55.00	2/4/2022 10:05
Year 1 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$49.00	2/4/2022 10:10
Year 1 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$46.00	2/4/2022 10:16
Year 1 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$47.00	2/4/2022 10:20
Year 1 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$47.00	2/4/2022 10:25
Year 1 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$75.00	2/4/2022 10:30
Year 1 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$73.00	2/4/2022 10:35
Year 1 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$63.00	2/4/2022 10:40
Year 1 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$59.00	2/4/2022 10:45
Year 1 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$66.00	2/4/2022 10:50
Year 1 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$65.00	2/4/2022 10:55
Year 1 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$63.00	2/4/2022 11:00
Year 1 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$250.00	2/4/2022 11:05
Year 1 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$111.00	2/4/2022 11:10
Year 2 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$63.00	2/4/2022 11:15
Year 2 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$57.75	2/4/2022 11:20

Year 2 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$51.45	2/4/2022 11:26
Year 2 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$49.35	2/4/2022 11:30
Year 2 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$49.35	2/4/2022 11:36
Year 2 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$60.90	2/4/2022 11:41
Year 2 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$78.75	2/4/2022 11:45
Year 2 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$76.65	2/4/2022 11:50
Year 2 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$66.15	2/4/2022 11:55
Year 2 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$61.95	2/4/2022 12:02
Year 2 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$69.30	2/4/2022 12:07
Year 2 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$68.25	2/4/2022 12:12
Year 2 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$66.15	2/4/2022 12:17
Year 2 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$262.50	2/4/2022 12:22
Year 2 FlexRS-100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$116.50	2/4/2022 12:25
Year 3 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$66.00	2/4/2022 12:31
Year 3 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$60.50	2/4/2022 12:35
Year 3 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$53.90	2/4/2022 12:41
Year 3 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$51.70	2/4/2022 12:48

Year 3 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$63.80	2/4/2022 12:50
Year 3 Blauer Class A 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$63.80	2/4/2022 12:55
Year 3 FlexRS- 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$82.50	2/4/2022 13:03
Year 3 FlexRS- 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$69.30	2/4/2022 13:09
Year 3 FlexRS- 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$69.30	2/4/2022 13:10
Year 3 FlexRS- 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$64.90	2/4/2022 13:15
Year 3 FlexRS- 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$72.60	2/4/2022 13:20
Year 3 FlexRS- 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$71.50	2/4/2022 13:27
Year 3 FlexRS- 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$69.30	2/4/2022 13:30
Year 3 FlexRS- 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$275.00	2/4/2022 13:35
Year 3 FlexRS- 100%...	midsouthsolutions	Rhiannon McMahan	Midsouth Solutions	\$122.10	2/4/2022 13:40

RESOLUTION FOR ASSESSING UNPAID SANITATION FEES

WHEREAS, pursuant to Mississippi Code 21-19-1, the City of Southaven (“City”) operates and maintains a garbage and rubbish collection system; and

WHEREAS, pursuant to Mississippi Code 21-19-2 and the City ordinances, the City previously implemented a \$12.00 per month sanitation fee to defray the cost for the operating and maintaining of the garbage and rubbish collection system; and

WHEREAS, despite correspondence requesting that certain City residents pay the sanitation fee, the residents listed at the properties on Exhibit A have failed to pay the sanitation fee; and

WHEREAS, the individuals for the properties in Exhibit A were provided correspondence for an opportunity for a hearing City Board Meetings regarding the delinquent assessments and chose not to attend the hearing; and

WHEREAS, the City desires to collect the sanitation fees from the individuals and in the amount as set forth in Exhibit A; and

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

1. Pursuant to Mississippi Code 21-19-2, the City Public Works Director and his staff are authorized to notify the Desoto County Tax Collector of the unpaid fees for those residents as set forth in Exhibit A. Upon receipt of the residents and addresses as set forth in Exhibit A from the City, the Desoto County Tax Collector shall not issue or renew a motor vehicle road and bridge privilege license for the motor vehicle owned by those individuals, unless such fees or charges, in addition to any other taxes or fees assessed against the motor vehicle, are paid.

2. In lieu of filing the assessments with the Desoto County Tax Collector, the City, pursuant to Mississippi Code 21-19-2, may file a lien on the property offered the sanitation service.

3. The Mayor, City Public Works Director and any of their designees are authorized to take any and all action to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 15th day of February 2022.

Darren Musselwhite, MAYOR

ATTEST:

City Clerk

**Property Owners/Previous Tenants who live somewhere else in Desoto County other than service address
(got letters to pay by certain date & never did)**

SERVICE ADDRESS:	PROPERTY OWNER/ TENANT NAME:	PROP. OWNER/TENANT PERSONAL ADDRESS:	AMOUNT INFORMATION:	ACTION:
5682 Hwy 51 N	James H. Little	933 County Road 87, Lot 1, New Albany, MS 38652	STILL NOT PAID - \$120.40 (James H. Little account)	Car tag hold at Hwy 51 address
5593 Lexy Lane	Bartee Gray	5585 Port Stacy Drive, Horn Lake, MS 38637	STILL NOT PAID - \$74.70 (Bartee Gray account)	Car tag hold at both addresses (Lexy & Port Stacy)

Customers who got 12/13/21 Letter, to be paid by 1/21/22; Picked up carts on 1/25/22, Still Not Paid as of 2/11/22

	Address:	Resident:	ACTION:
1	5604 April Drive	Clayton Durdin	Car tag hold
2	755 Burton Lane	Jockuelene Mitchell	Car tag hold
3	5593 Casey Lane	Katrina Moore	Car tag hold
4	671 Grant Drive	India Hill	Car tag hold
5	1371 Great Oaks	Ken Sanders	Car tag hold
6	5430 Kristy Lane	Ashley McCarty	Car tag hold
7	5510 Kristy Lane	Cecilia Small	Car tag hold
8	763 Lakemont Drive	Jerry Fowler	Car tag hold
9	1221 McGowan Drive	Tanisha Adams	Car tag hold
10	5429 Peppermill Drive	Abbey Byron	Car tag hold
11	5819 Surrey Lane	Tonya Hopper	Car tag hold
12	5963 Trowbridge	Pia Talbert	Car tag hold
13	832 W.E. Ross Parkway	Ryan Stanley	Car tag hold
14	1072 W.E. Ross Parkway W	Thanh Le	Car tag hold
15	1259 Willard Drive	William Shugars	Car tag hold
16	1563 Willard Drive	Lacey Dees	Car tag hold
17	5431 Worth Cove	Deondre Blackmon	Car tag hold

List Current as of 2/11/2022



February 11, 2022
C-L Project No. 110921-525

Mayor Darren Musselwhite
City of Southaven
8710 Northwest Dr.
Southaven, MS 38671

REFERENCE: STAR LANDING WATER SYSTEM IMPROVEMENTS PHASE I – GROUNDWATER SUPPLY
WELLS A AND B - CITY OF SOUTHAVEN – AWARD RECOMMENDATION

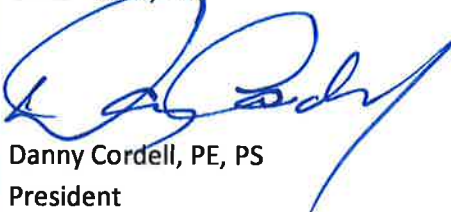
Dear Mayor Musselwhite,

Civil-Link has reviewed and tabulated, on a line item basis, the bids received on February 11, 2022 for the above referenced project. A copy of the Certified Tabulation of Bids is attached hereto. Based on the tabulation of the bids, we recommend the award of the base bid and alternates 1-6 to the low bidder Layne Christensen Co.. with the lowest and best bid of \$ **1,642,805.00**. Upon the City's approval to award this project, Civil-Link will notify each bidder of the results of the bid.

If you have any questions or concerns, please give me a call.

Sincerely,

CIVIL – LINK, LLC

A handwritten signature in blue ink, appearing to read "D. Cordell", is written over the typed name and title.

Danny Cordell, PE, PS
President

BID TABULATION					Engineer's Estimate		Layne Christensen Co.	
CITY OF SOUTHAVEN, MISSISSIPPI PROJECT : Starlanding Water System Improvements Phase I - Groundwater Supply Wells A and B PROJECT NO. : 110921-525 BID LETTING DATE: February 11, 2022								
Line No.	Description	Unit	Est. Qty.	Unit Price	Total	Unit Price	Total	
A-1	Mobilization/Demobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00	
A-2	Test Hole	EA	1	\$ 80,000.00	\$ 80,000.00	\$ 71,685.00	\$ 71,685.00	
A-3	Water Well A, 1500 GPM	LS	1	\$ 550,000.00	\$ 550,000.00	\$ 592,620.00	\$ 592,620.00	
A-4	Abandon Existing Test Well	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 11,500.00	\$ 11,500.00	
A-5	Crushed Limestone	TON	35	\$ 60.00	\$ 2,100.00	\$ 80.00	\$ 2,800.00	
A-6	Concrete Driveway	SY	90	\$ 150.00	\$ 13,500.00	\$ 160.00	\$ 14,400.00	
A-7	6' Chain Link Fence	LF	200	\$ 70.00	\$ 14,000.00	\$ 49.00	\$ 9,800.00	
A-8	Fence Gates (Double 6' Gate for 12' Opening)	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	
A-9	Contingency Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
PART 1 OF 2 - WELL A TOTAL BASE BID						\$ 749,600.00	\$ 798,805.00	
B-1	Mobilization/Demobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00	
B-2	Test Hole	EA	1	\$ 80,000.00	\$ 80,000.00	\$ 71,685.00	\$ 71,685.00	
B-3	Water Well B, 1500 GPM	LS	1	\$ 550,000.00	\$ 550,000.00	\$ 599,340.00	\$ 599,340.00	
B-4	Crushed Limestone	TON	35	\$ 60.00	\$ 2,100.00	\$ 80.00	\$ 2,800.00	
B-5	Concrete Driveway	SY	95	\$ 150.00	\$ 14,250.00	\$ 160.00	\$ 15,200.00	
B-6	6' Chain Link Fence	LF	175	\$ 70.00	\$ 12,250.00	\$ 49.00	\$ 8,575.00	
B-7	Contingency Allowance	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
ALTERNATE NO. 1 PART 2 OF 2 - WELL B TOTAL BID						\$ 728,600.00	\$ 792,600.00	
ALT-2	Additive Alt. No. 2 - Test Well with Water Sample	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 41,500.00	\$ 41,500.00	
ALT-3	Additive Alt. No. 3 - Well Depth Greater than 400 feet	LF	100	\$ 75.00	\$ 7,500.00	\$ 100.00	\$ 10,000.00	
ALT-4	Deductive Alt. No. 4 - Well Depth Less than 400 feet	LF	1	\$ 75.00	\$ 75.00	\$ 100.00	\$ 100.00	
ALT-5	Additive Alt. No. 5 - Adjustment of Screen Length	LF	25	\$ 300.00	\$ 7,500.00	\$ 100.00	\$ 2,500.00	
ALT-6	Deductive Alt. No. 6 - Adjustment of Screen Length	LF	25	\$ 300.00	\$ 7,500.00	\$ 100.00	\$ 2,500.00	

() - Indicates discrepancies between unit price and the total price of bids or miscalculations. The unit price governs and was used to calculate the total prices which resulted in the changes marked above.

NR - Indicates nonresponsive bid

I certify that this is a correct tabulation of all the bids received and read aloud for this project on the bid date of February 11, 2022.

ENGINEER SIGNATURE

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit:

CONDEMNATION ADDRESS

8241 Oakbrook Drive

7730 BURNTWOOD CV.

PARCEL# 1079311700000200

7726 CHESTERFIELD DR. S.

PARCEL# 1078280000001302

PARCEL# 1078270000002300

PARCEL# 1079321500000200

to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, February 15, 2022, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, February 15, 2022, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at:

CONDEMNATION ADDRESS

8241 Oakbrook Drive

7730 BURNTWOOD CV.

PARCEL# 1079311700000200

7726 CHESTERFIELD DR. S.

PARCEL# 1078280000001302

PARCEL# 1078270000002300

PARCEL# 1079321500000200

is deemed in the existing condition to be a menace to the public health and safety of the community.

BE IT FURTHER RESOLVED that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

Following the reading of this Resolution, it was introduced by Alderman and seconded by Alderman . The Resolution was then put to a roll call vote and the results were as follows, to-wit:

ALDERMAN

VOTED

Alderman George Payne
Alderman Kristian Kelly
Alderman Charlie Hoots
Alderman William Jerome
Alderman Joel Gallagher
Alderman John David Wheeler

Alderman Raymond Flores

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 15th **day of February 2022.**

CITY OF SOUTHAVEN, MISSISSIPPI BY:

DARREN MUSSELWHITE
MAYOR

ATTEST:

ANDREA MULLEN
CITY CLERK
(S E A L)

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Austin Toungett
Code Enforcement Supervisor



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

Margaret Hale
8241 Oakbrook Drive
Southaven MS 38671

RE: Municipal Code Violations at 8241 Oakbrook Drive

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 2-15-2022 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Austin Toungett".

Austin Toungett
Code Enforcement Supervisor
Municipal Code Office
City of Southaven
X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Austin Toungett
Code Enforcement Supervisor



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

JOHN M. LARABEE
7730 BURNTWOOD CV.
Southaven MS 38671

RE: Municipal Code Violations at 7730 BURNTWOOD CV.

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 2-15-2022 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Austin Toungett".

Austin Toungett
Code Enforcement Supervisor
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Austin Toungett
Code Enforcement Supervisor



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

WILLIAM C. SPENCER
PARCEL# 1079311700000200
SOUTHAVEN MS 38671

RE: Municipal Code Violations at PARCEL# 1079311700000200

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 2-15-2022 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Austin Toungett".

Austin Toungett
Code Enforcement Supervisor
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Austin Toungett
Code Enforcement Supervisor



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

RJO Enterprises, LLC
55 Stateline Road E
Southaven MS 38671

RE: Municipal Code Violations at 55 Stateline Road E

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 2-15-2022 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads 'Austin Toungett'.

Austin Toungett
Code Enforcement Supervisor
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Austin Toungett
Code Enforcement Supervisor



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

KIMBERLIE BLUNT
7726 CHESTERFIELD DR. S.
SOUTHAVEN MS 38671

RE: Municipal Code Violations at 7726 CHESTERFIELD DR. S.

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 2-15-2022 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Austin Toungett".

Austin Toungett
Code Enforcement Supervisor
Municipal Code Office
City of Southaven
X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Austin Toungett
Code Enforcement Supervisor



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

EBI BATESVILLE LLC .-MIKE BAILEY
PARCEL# 107828000001302
SOUTHAVEN MS 38671

RE: Municipal Code Violations at PARCEL# 107828000001302

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 2-15-2022 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Austin Toungett".

Austin Toungett
Code Enforcement Supervisor
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Austin Toungett
Code Enforcement Supervisor



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

MORTGAGE CENTER LLC.- MIKE BAILEY
PARCEL# 1078270000002300
SOUTHAVEN MS 38671

RE: Municipal Code Violations at PARCEL# 1078270000002300

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 2-15-2022 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Austin Toungett".

Austin Toungett
Code Enforcement Supervisor
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Austin Toungett
Code Enforcement Supervisor



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

RENASANT BANK
PARCEL# 1079321500000200
SOUTHAVEN MS 38671

RE: Municipal Code Violations at PARCEL# 1079321500000200

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 2-15-2022 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Austin Toungett".

Austin Toungett
Code Enforcement Supervisor
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

Network:Feb 1, 2022 at 11:46:31 AM CST

Local:Feb 1, 2022 at 11:46:31 AM CST

N 34° 57' 42.226", W 89° 57' 17.944"

6953-6967 Tchulahoma Rd

Southaven MS 38672

United States



Network: Feb 1, 2022 at 12:08:48 PM CST

Local: Feb 1, 2022 at 12:08:48 PM CST

N 34.962841°, W 89.953319°

7020 Tchulahoma Rd

Southaven MS 38671

United States

Map

CITY OF SOUTHAVEN

Top of Mississippi

Office of Code Enforcement

Westin Townsend
Code Enforcement Supervisor

5110 Northwest Dr
Southaven, Ms. 38671
Ph. 662-280-6623
Fax 662-280-6934

www.southaven.ms.gov

February 1, 2022

Mortgage Order LLC, Mike Bailey
P.O. Box 867
New Albany, MS 38652

RE: Municipal Code Violations at Parcel #107570000002300

Please be advised that the violation noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-reference location. Please contact this Office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you wish to be heard by the City Board of Aldermen a hearing will take place by the City of Southaven Aldermen on February 15, 2022 pursuant to Mississippi Code 23-19-11 to determine if the property is a nuisance to public health, safety and welfare of the community. Upon finding that the property is a nuisance, the City may institute eminent domain proceedings. In satisfaction of the finding that the property is in need of abatement and to advise the City of Code Enforcement to remove the property for a period of one (1) year when the final disposition will usually determine hearing) notice is mailed to the property and the occupants (if different from the address) and the property is deemed for clearing.

Please contact Mike Townsend at 662-280-6623 for assistance in this matter if you have any questions.

Sincerely,
Westin Townsend

Westin Townsend
Code Enforcement Supervisor
City of Southaven Municipal Code Dept.

City of Southaven Website: www.southaven.ms.gov

Note: This notice shall be addressed immediately to the City of Southaven if you have any questions.

Network: Feb 1, 2022 at 12:09:04 PM CST

Local: Feb 1, 2022 at 12:09:04 PM CST

N 34.962607°, W 89.953267°

2038-2042 Goodman Rd E

Southaven MS 38672

United States



Network: Feb 1, 2022 at 12:17:25 PM CST
Local: Feb 1, 2022 at 12:17:25 PM CST
N 34.965243°, W 89.936579°
7206 Getwell Rd
Southaven MS 38672
United States

CITY OF SOUTHAVEN
Top of Mississippi
Office of Code Enforcement

Austin Toungert
Code Enforcement Supervisor



8110 Northwest Dr.
Southaven, Ms. 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

EBI BATESVILLE LLC-Mike Bailey
P.O. Box 857
New Albany, MS 38652

RE: Municipal Code Violation at Parcel #107828000001302

Please be advised that the violation noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-reference location. Please contact this Office within seven (7) days of receipt of this notice to discuss the disposition of the matter.

Should this notice be ignored or you desire to be heard by the City Board of Alderman, a hearing will take place by the City of Southaven Alderman on February 15, 2022, pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to re-enter the property for a period of one (1) year after the final adjudication without any further hearing if notice is posted on the property and the Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Austin Toungert

Austin Toungert
Code Enforcement Supervisor
City of Southaven Municipal Code Office

X-Unsafe Property Violations—Municipal Ordinance 10-7 (a) (1)

Note: This Matter should be addressed immediately to avoid condemnation of this property.

Network:Feb 1, 2022 at 12:17:36 PM CST

Local:Feb 1, 2022 at 12:17:36 PM CST

N 34.965345° W 89.936589°

7206 Getwell Rd

Southaven MS 38672

United States



Network: Feb 1, 2022 at 12:26:20 PM CST

Local: Feb 1, 2022 at 12:26:20 PM CST

N 34.957903°, W 89.981244°

6807-6819 Elmore Rd

CITY OF SOUTHAVEN MS 38671

Top of Mississippi

United States

Office of Code Enforcement



Austin Toungett
Code Enforcement Supervisor



8110 Northwest Dr.
Southaven, Ms. 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

William C. Spencer
1625 Hwy 304
Hernando, MS 38632

RE: Municipal Code Violation at Parcel #107931170000200

Please be advised that the violation noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-reference location. Please contact this Office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Alderman, a hearing will take place by the City of Southaven Alderman on February 15, 2022, pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after the final adjudication without any further hearing if notice is posted on the property and the Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6533. Cooperation in this matter is appreciated.

Sincerely,
Austin Toungett

Austin Toungett
Code Enforcement Supervisor
City of Southaven Municipal Code Office

X Unsafe Property Violations -- Municipal Ordinance 16-7 (a), (1)

Note: This Matter should be addressed immediately to avoid condemnation of this property.

Network:Feb 1, 2022 at 12:26:32 PM CST

Local:Feb 1, 2022 at 12:26:32 PM CST

N 34.957923°, W 89.981131°

6807-6819 Elmore Rd

Southaven MS 38671

United States



Maps

Network: Feb 1, 2022 at 2:32:38 PM CST

Local: Feb 1, 2022 at 2:32:38 PM CST

N 34.973101° W 89.978237°

660 Woodsmoke Dr
Southaven MS 38671
United States

Maps

CITY OF SOUTHAVEN

Top of Mississippi

Office of Code Enforcement

Austin Toungett
Code Enforcement Supervisor

8110 Northwest Dr.
Southaven, Ms. 38671
Ph. 662-280-6523
Fax 662-280-6534



www.southaven.org

February 1, 2022

John M. Larabee
7730 Burntwood Cove
Southaven, Ms. 38671

RE: Municipal Code Violation at 7730 Burntwood Cove

Please be advised that the violation noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-reference location. Please contact this Office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Alderman, a hearing will take place by the City of Southaven Alderman on February 15, 2022, pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after the final adjudication without any further hearing if notice is posted on the property and the Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this Matter is appreciated.

Sincerely,
Austin Toungett

Austin Toungett
Code Enforcement Supervisor
City of Southaven Municipal Code Office

X Unsafe Property Violations— Municipal Ordinance 30-7 (a), (1)

Note: This Matter should be addressed immediately to avoid condemnation of this property.

Network: Feb 11, 2022 at 2:32:55 PM CST

Local: Feb 11, 2022 at 2:32:55 PM CST

N 34.973101°, W 89.978237°

660 Woodsmoke Dr

Southaven MS 38671

United States



Network: Feb 1, 2022 at 2:45:55 PM CST
Local: Feb 1, 2022 at 2:45:55 PM CST

N 34.973345°, W 90.008398°

7733 Chesterfield Dr S

Southaven MS 38671

CITY OF SOUTHAVEN

United States

Top of Mississippi

Office of Code Enforcement

Austin Toungett
Code Enforcement Supervisor



8110 Northwest Dr.
Southaven, Ms. 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

February 1, 2022

Kimberlee B. Blunt
7726 Chesterfield Dr. S
Southaven, MS 38671

RE: Municipal Code Violation at 7726 Chesterfield Dr. Southaven, MS 38671

Please be advised that the violation noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-reference location. Please contact this Office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Alderman, a hearing will take place by the City of Southaven Alderman on February 15, 2022, pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after the final adjudication without any further hearing if notice is posted on the property, and the Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Austin Toungett

Austin Toungett
Code Enforcement Supervisor
City of Southaven Municipal Code Office

X Unsafe Property Violations—Municipal Ordinance 10-7 (A), (3)

Note: This Matter should be addressed immediately to avoid condemnation of this property.

Network Feb 1, 2022 at 2:46:35 PM CST

Local Feb 1, 2022 at 2:46:35 PM CST

N 34.973307° W 90.008127°

7726 Chesterfield Dr S

Southaven MS 38671

United States



Network: Feb 1, 2022 at 12:01:23 PM CST

Local: Feb 1, 2022 at 12:01:23 PM CST

N 34° 57' 41.240", W 89° 57' 16.632"

1965 Goodman Rd E

Southaven MS 38671

United States

CITY OF SOUTHAVEN

Top of Mississippi

Office of Code Enforcement

8110 Northwest Dr.
Southaven, Ms. 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

Austin Younger
Code Enforcement Supervisor



February 1, 2022

Renasant Bank
P.O. 709
Topelo, MS 38802

RE: Municipal Code Violation at Parcel #1079321500000200

Please be advised that the violation noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-reference location. Please contact this Office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Alderman on February 15, 2022 at 10:00 am at Mississippi Code 21-15-11. In certain instances, if property is a menace to public health, safety and welfare of the community and the City of Southaven, property is a menace, the City may enter an order for the property. An order may be issued at the hearing that the property is in need of cleaning and the City of Southaven may take possession of the property for a period of one (1) year after the final abatement without any further notice if notice is posted on the property and the Southaven City Health Department (7) soiled days before the property is returned for cleaning.

For more information, contact this office at (662-280-6523). Cooperation in this matter is appreciated.

Austin Younger

Austin Younger
Code Enforcement Supervisor
City of Southaven Municipal Code Office

X Unsafe Property Violations-- Municipal Ordinance 10-7 (a), (1)

Note: This Matter should be addressed immediately to avoid condemnation of this property.

Feb 1, 2022 at 1:58:59 PM
8241 Oakbrook Dr
Southaven MS 38671
United States



When
delivering

Feb 1, 2022 at 2:00:04 PM
8241 Oakbrook Dr
Southaven MS 38671
United States



Feb 1, 2022 at 2:19:49 PM
55 Stateline Rd E
Southaven MS 38671
United States



Feb 1, 2022 at 2:21:24 PM
55 Stateline Rd E
Southaven MS 38671
United States

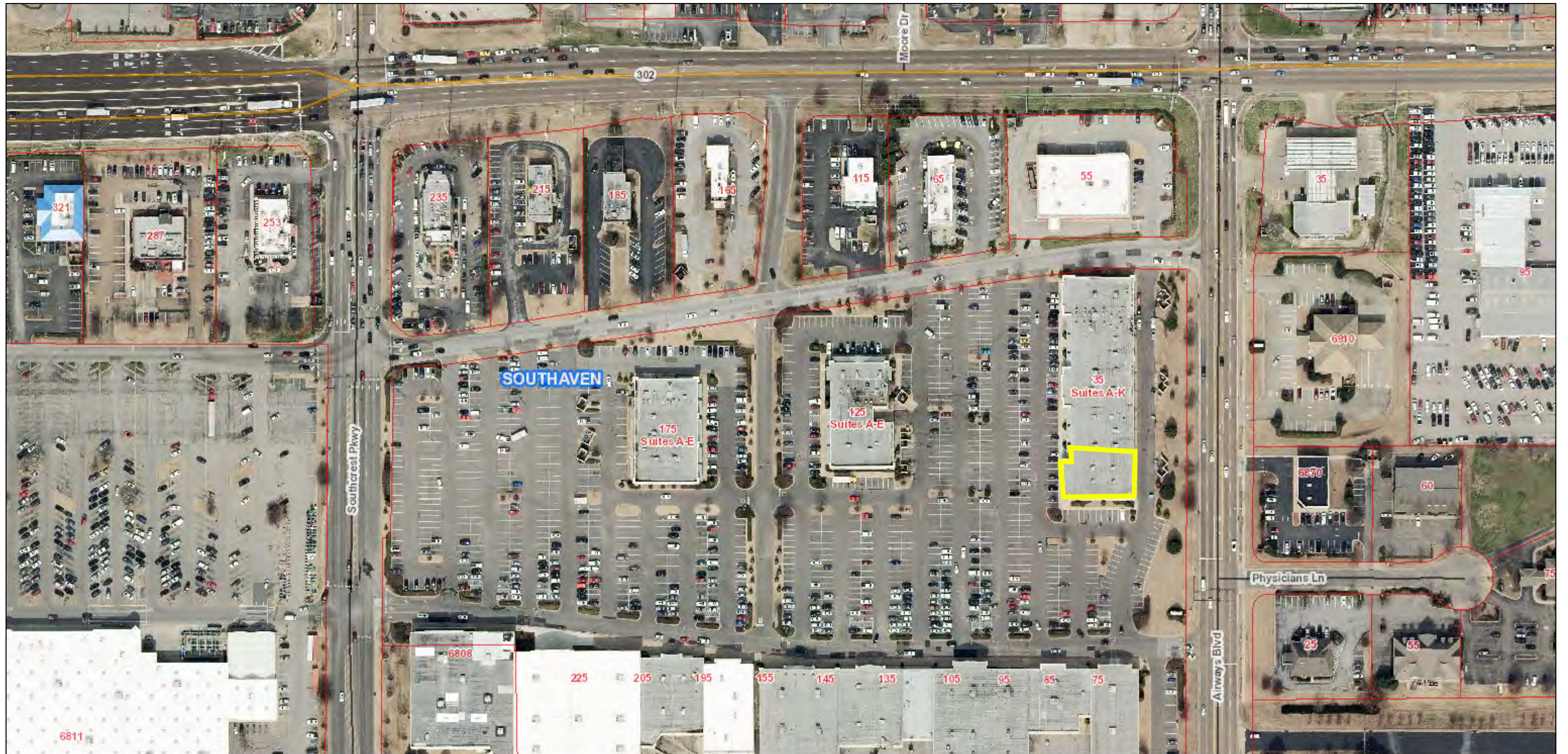


City of Southaven
Office of Planning and Development
Conditional Permit Use Staff Report

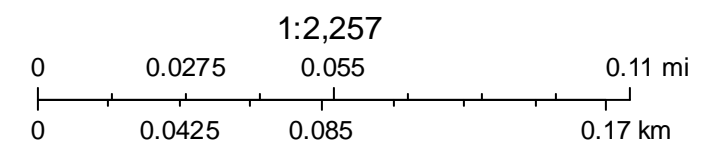


Date of Hearing:	January 31, 2022
Public Hearing Body:	Planning Commission
Applicant:	Michael Lightman 5100 Poplar Avenue Suite 2602 Memphis, TN 38137 90-767-5240
Total Acreage:	NA
Existing Zone:	Planned Commercial (C-4)
Location of Conditional Use Application:	West side of Airways Blvd., south of Goodman Road
Requirements for CUP:	
<i>"Barber shops, hair/beauty salons, hair studios, spa (full service), nail salons, tanning salons and hair braiding establishments/Wigology establishments may locate in the stated zones with the stated requirements so long as an existing establishment of the same classification is not currently located within a half mile (1/2) radius of the newly proposed establishment."</i>	
Comprehensive Plan Designation:	Planned Commercial (C-4)
Staff Comments: The applicant is requesting a conditional use permit to open a full service spa at 35 Goodman Road in the Southlake Commercial Subdivision on the west side of Airways Blvd., south of Goodman Road. The proposal allows for a larger tenant space, approximately 5,500 sq. ft. that supports smaller privately owned businesses to locate within a shared space. Each tenant has a cosmetology background and license so the allowance for a spa keeps the overall space in compliance with the ordinance. Per the application there will be hair services, nails, massage therapy, skincare, teeth whitening, etc. All of which fall under amenities of a spa.	
Staff Recommendations: Per the ordinance, full service spas establishments must be no closer than ½ mile from an existing establishment. Staff did a window survey to determine the distance compliance. There was a full service establishment just south of this location within the stated distance which was approved as High Definition spa; however, it closed as of December 27, 2021 and the conditional use permit has expired that was set for five (5) years by the planning commission and board. Therefore, it is no longer considered a compliant and permitted location, which allows this proposed application to meet the ½ mile radius rule.	

The applicant has met the requirements for the conditional use; therefore, staff recommends approval of a one (1) year permit with a four (4) year extension to be renewed annually.



January 20, 2022



**CITY OF SOUTHAVEN
CONDITIONAL USE APPLICATION**

As owner, agent or attorney (indicate which), it is requested that the property located in Southaven, Mississippi described as follows:

Location, size and address if possible: 35 Goodman Rd W, Suite K (5,500SF)

Zoned C-4 be considered for a Conditional Use in the Southaven Zoning Regulations for the following reasons:

The applicant wishes to operate a salon
services business at this location

OWNER	APPLICANT
Name: <u>Michael Lightman</u>	Name: <u>Philip Gould</u>
Address: <u>5100 Poplar Avenue, Suite Memphis, TN 38137 2602</u>	Address: <u>766 S. White Station Rd, #3 Memphis, TN 38117</u>
Phone: <u>901-767-5240</u>	Phone: <u>901-842-1444</u>

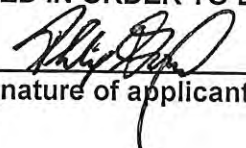
THE APPLICATION SHALL BE ACCOMPANIED BY:

1. Plat of the property sought to be considered, 8 ½ x 11 inches.
2. The application with plats, description, and letter of support* shall be filed with the Planning Department. The law requires the Commission to hold a Public Hearing, giving 15 days notice in the newspaper, therefore, the application must be submitted by the first working day of the month. The meeting will be the last Monday of the month.
3. Two (2) copies each collated shall be submitted and a digital copy (PDF, dwg, jpeg, etc.)
4. Application fee of \$200.00.
5. Site posting of the subject property as described on the following pages.

***NOTE: IN SUPPORT OF THIS APPLICATION, YOU MUST SHOW IN DETAIL, THAT THE FOLLOWING WILL BE COMPLIED WITH:**

- a. Does not substantially increase traffic hazards or congestion.
- b. Does not substantially increase fire hazards.
- c. Does not adversely affect the character of the neighborhood.
- d. Does not adversely affect the general welfare of the City.
- e. Does not overtax public utilities or community facilities.
- f. Does not conflict with the Comprehensive Plan.

THIS APPLICATION MUST BE COMPLETED AND ALL INFORMATION PROVIDED WHEN FILED IN ORDER TO BE ACCEPTED FOR PRESENTATION TO THE COMMISSION.


Signature of applicant

12/29/21
Date

Letter of Support

In compliance with the City of Southaven and on behalf of Luxe Salon Suites, I, Philip Gould, certify that the proposed Luxe Salon Suites will be in compliance with the following standards:

- a) **Does not substantially increase traffic hazards or congestion.**
 - 1) The salon suites concept does not create more traffic than a traditional retail use in the shopping center.
- b) **Does not substantially increase fire hazards.**
 - 1) All stylists are trained, experienced, and licensed to comply with all industry safety standards.
- c) **Does not adversely affect the character of the neighborhood.**
 - 1) Luxe Salon Suites will be a revolutionary state-of-the-art facility that will bring additional value to the first-class shopping center.
- d) **Does not adversely affect the general welfare of the City.**
 - 1) Luxe Salon Suites will improve the welfare of Southaven by providing a needed service to the residents, increasing access to first-class salon services.
- e) **Does not overtax public utilities or community facilities.**
 - 1) Luxe Salon Suites will not use substantially more public utilities than a typical retail user, and will have no effect on community facilities.
- f) **Does not conflict with the Comprehensive Plan.**
 - 1) A salon use is typically located in a commercial area.

Sincerely,



Philip Gould, President

Luxe Salon Suites



GOULD'S
SALON • SPA

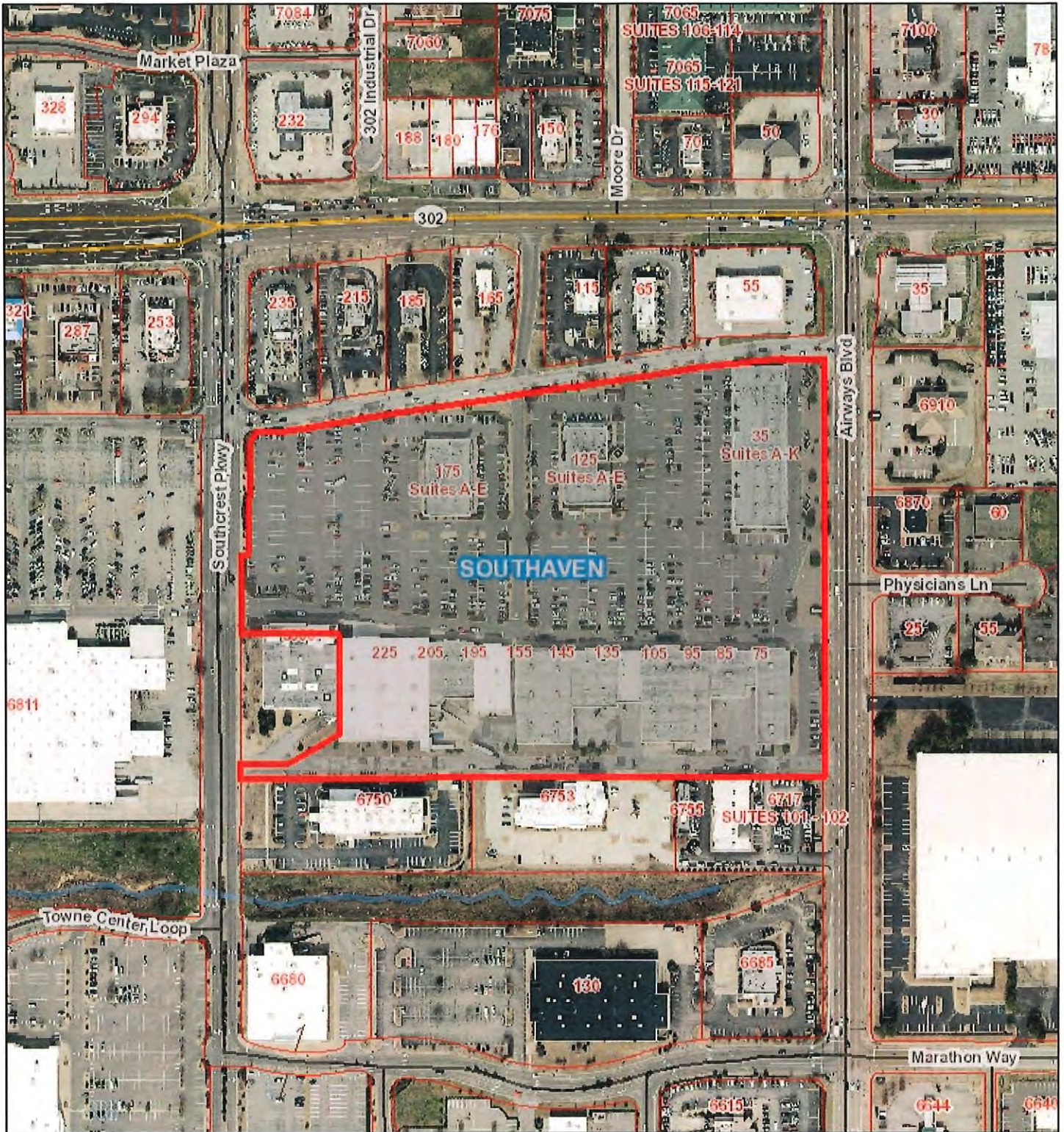


Luxe Salon Suites by Gould's description

Gould's Salon & Spa is a locally owned, family-run business operating in the greater Memphis area for over 88 years. We are the oldest salon/spa company in the US. This Salon Suites concept is new to the mid-south area but not new to our industry. It is without question the fastest-growing segment in the salon spa industry in the US.

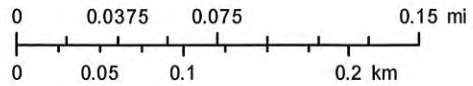
Our newest brand, Luxe Suites, is a revolutionary state-of-the-art facility providing leading-edge entrepreneurs an opportunity to own their own business in all health and beauty-related fields. As is the case in our new Germantown, Tennessee facility, we will have businesses ranging from hair services, nails, massage therapy, skincare, Medi spa services, teeth whitening services, etc. The range of services is quite extensive and provides an opportunity for young entrepreneurs to own and operate their own business when otherwise it might not be affordable.

South Lake Centre



December 28, 2021

1:4,514



**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING CONDITIONAL
USE PERMIT TO MICHAEL LIGHTMAN FOR FULL-SERVICE SPA
LOCATED ON AT 35 GOODMAN ROAD IN THE SOUTHLAKE
COMMERCIAL SUBDIVISION IN SOUTHAVEN, MISSISSIPPI**

WHEREAS, the City of Southaven’s (“City”) Planning Commission previously held a hearing on January 31, 2022 for the conditional use permit (“permit”) application of Michael Lightman, (the “Applicant”) for full-service spa located at 35 Goodman Road in the Southlake Commercial Subdivision.; and

WHEREAS, Title XIII, Chapter 12, Section 13-12(m), Chart 4 Commercial Zone Districts requires a conditional use permits for convenience stores; and

WHEREAS, “Conditional Use” is defined in the City Code of Ordinances at Title XIII, Chapter 1, Section 13-1(b) as “a use that would not be appropriate generally or without restrictions throughout the zoning district but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;” and

WHEREAS, the Laws of the State of Mississippi, Section 17-1-1 to 17-1-27, inclusive, of the Mississippi Code of 1972, annotated, as amended, empower the City to enact a Zoning Ordinance and to provide for its administration, enforcement and amendment; and

WHEREAS, pursuant to Mississippi Code Ann. Sections 21-17-5, the City has the authority to adopt ordinances with respect to City property including the adoption of all lawful orders, resolutions or ordinances with respect to municipal affairs, property, and finances, and to alter, modify, and repeal such orders, resolutions or ordinances; and

WHEREAS, based on findings of the City Planning Commission at the hearing and City Code of Ordinances and City Staff Report as further set forth in Exhibit A to this Resolution, the City’s Planning Commission recommends, subject to the City Board’s revocation and the Applicant adhering to all requests and stipulations in the City Staff Report, a conditional use permit with one year extensions at the discretion of the City Board of Aldermen, pursuant to its discretion as set forth in the City Code of Ordinances at Title XIII, Chapter 9, Section 13-9(a); and

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

1. Subject to the Board’s revocation for violation of the permit or ordinances, the City Board grants a permit to the Applicant for full-service spa located at 35 Goodman Road in the Southlake Commercial Subdivision in Southaven, Mississippi for one (1) year to be renewed annually at the discretion of the City Board of Aldermen and subject to the City Board’s revocation.

2. The Mayor and City Planning Director or their designee are authorized to take any and all action to effectuate the intent of this Resolution.

Following the reading of this Resolution, it was introduced by Alderman _____ and seconded by _____. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Jerome

Alderman Kristian Kelly

Alderman Charlie Hoots

Alderman George Payne

Alderman Joel Gallagher

Alderman John Wheeler

Alderman Raymond Flores

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 15th day of February, 2022.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

City of Southaven
Office of Planning and Development
Conditional Permit Use Staff Report



Date of Hearing:	January 31, 2022
Public Hearing Body:	Planning Commission
Applicant:	Michael Lightman 5100 Poplar Avenue Suite 2602 Memphis, TN 38137 90-767-5240
Total Acreage:	NA
Existing Zone:	Planned Commercial (C-4)
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The applicant has met the requirements for the conditional use; therefore, staff recommends approval of a one (1) year permit with a four (4) year extension to be renewed annually.

14.

Mayor's Report

Personnel Docket

February 15, 2022

New Hires	Department	Position Title	Start Date	Rate of Pay
*Christopher Schwartz	Parks	Laborer I	2/16/2022	\$13.91
*Colby Scott	Parks	Laborer I	2/16/2022	\$13.91
Michelle Bray	Emergency Communications	Dispatcher 1	3/1/2022	\$21.04
Paige Hibbler	Emergency Communications	Dispatcher 1	3/3/2022	\$21.04
Tonya Yates	Emergency Communications	Dispatcher 1	2/16/2022	\$21.04
*Morgan Edwards	Fire	EMS Driver	TBD	\$16.18
**Joshua Reese	Police	Patrol Officer 1	TBD	\$19.21
**Jarred Davis	Police	Patrol Officer 2	TBD	\$22.54
**Karen Mullen	Court	Court Clerk	TBD	\$16.19
**Kimberly Penix	Animal Control	Office Staff	TBD	\$13.50
*pending 1 pre-emp screening				
** pending 2 pre-emp screenings				

Re-Hires	Department	Position Title	Start Date	Rate of Pay
*Sumer Paige Lane	Parks	Admin. Assistant	TBD	\$17.00

Pay Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Public Works				
Dylan Brink	Maintenance Tech	Facilities Manager	2/14/2022	\$33.65
John Canady	Tractor Operator	Mechanic	2/14/2021	\$16.75
Gerald Fox Jr.	Laborer	Operator I	1/31/2022	\$15.00
Parks				
Ethan Thompson	Asst. Spray Technician	Certified Spray Technician	2/16/2022	\$22.50
Information Technology				
Kaleb Gage Burns	IT Tech 1	IT Tech 2	2/16/2022	\$27.61
Joshua Brake	IT Tech 1	IT Tech 2	2/16/2022	\$27.61
Police				
Antzale Henry	Police Officer 2	Police Officer 3	2/14/2022	\$23.68
Thomas Harris	Police Officer 2	Police Officer 3	2/14/2022	\$23.68
Fire				
Alan Legge	Fire Fighter II/Paramedic	Fire Fighter III/Paramedic	2/16/2022	\$17.74

Utility

Tina Hardy	Asst. Billing Supervisor	Billing Manager	2/28/2022	\$26.00
Angela Moore	Billing Clerk II	Asst. Billing Manager	2/28/2022	\$22.00

Payroll Transfer	From Dept	To Dept	Start Date	Position	Rate of Pay
Judy Guerrero	Mayor Admin	Utility	TBD	Billing Clerk II	\$18.54

Job Class Rate Change

Department	Position Title	Previous Rate of Pay	Proposed Rate of Pay	Effective Date
Police	Captain	\$32.92	\$35.00	3/14/2022
Police	Lieutenant	\$30.64	\$32.00	3/14/2022
Police	Sergeant	\$26.88	\$30.00	3/14/2022
Police	Patrol Officer 4	\$25.15	\$28.40	3/14/2022
Police	Patrol Officer 3	\$23.68	\$26.50	3/14/2022
Police	Patrol Officer 2	\$22.54	\$25.50	3/14/2022
Police	Patrol Officer 1	\$19.21	\$24.50	3/14/2022
Police	Intel & Analyst	\$27.10	\$28.40	3/14/2022
Police	Office of Professional Standards	\$27.10	\$28.40	3/14/2022

Stipends	Type of Stipend	Effective Date	Yearly Amount
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Fire

Robert Ridinger	Haz Mat	2/16/2022	\$600
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Resignations/Terminations	Department	Current Position Title	Effective Date	Rate of Pay
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Letitia Brown	Court	Court Clerk	2/23/2022	\$16.19
Daniel Dean	Utility	Utility Inspector	2/11/2022	\$20.60
Hunter Havlik	Utility	Field Service Tech	2/11/2022	\$14.50
Mary Ann Palmer	Utility	Billing Supervisor	2/28/2022	27.13
Thomas Smith	Public Works	Street Laborer II	1/24/2022	\$14.25
Angela Weston	Emergency Communications	Dispatch I	2/8/2022	\$19.85
Nancy Miller	Police	Crossing Guard	2/14/2022	\$12.50

16.

City Attorney's
Legal Update

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI
DECLARING SURPLUS PROPERTY**

WHEREAS, the City of Southaven ("City") Police Department is presently in possession of certain equipment as set forth in Exhibit A (collectively "the Property"); and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the Property be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, and the Property removed from the fixed assets inventory; and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of the Property and amending, its fixed assets inventory pursuant to State guidelines; and

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

1. The Property be hereby declared as surplus property.
2. The City Police Chief, or his designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Property.

Motion was made by Alderman _____ and seconded by Alderman _____, for the adoption of the above and foregoing Resolution, and the question being put to a roll call vote, the result was as follows:

Alderman William 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 15th day of February, 2022.

Darren Musselwhite, MAYOR

ATTEST:

CITY CLERK

Memo

To: Chief Macon Moore
From: Wendy Haire
cc: Deputy Chief Brent Vickers
Date: February 11, 2022
Re: Surplus Property- Fitness Equipment

Chief Moore,

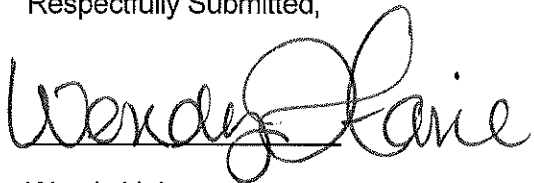
The fitness equipment listed below has reached the end of usable application. I respectfully request that this equipment be presented before the Mayor and Board of Alderman and declared surplus.

Precor EFX556 Elliptical

Pro Form Endurance 720 Elliptical

Smart Pro 9000 Treadmill

Respectfully Submitted,



Wendy Haire

Administrative Assistant to the Chief and Deputy Chief of Police



The City of Southaven Docket Recap

February 15, 2022

General Fund		1,488,365.90
	Balance Sheet	366.45
	Mayor Admin	609.01
	Board of Aldermen	-
	Arts And Cultural Affairs	4,206.35
	Court	115,764.15
	Finance & Administration	56.33
	Information Technology	3,977.86
	City Clerk	4,700.72
	Operations Department	12.89
	Planning & Engineering	16,654.79
	Emergency Services	4,134.13
	Police	114,344.91
	Fire	21,151.87
	Fire Prevention	621.43
	EMS	12,756.47
	Public Works	19,448.99
	Streets	2,686.18
	Parks	140,813.93
	Park Tournaments	6,247.05
	Code Enforcement	318.24
	City Fuel	-
	Expense Accounts	977,550.88
	Administrative Expenses	-
	Litigation	41,943.27
	Liability Insurance	-
	Professional Dues	-
	Bond Funded CAP Proj	454,029.89
	Tourist & Convention	18.93
	Debt Service	-
	Utility Fund	303,385.40
	Sanitation Fund	265,022.23
	Payroll Fund	538,299.05
	DOCKET TOTAL	3,049,121.40

02/10/2022 13:32
1540sprl

CITY OF SOUTHAVEN
FY CLAIMS DOCKET C-021522

P 1
apinv gla

YEAR/PERIOD:	2022/1	TO	2022/5								
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
0010				GENERAL FUND							
0010	420400			PERMITS-BUILDING							
035147	MCSWAIN PAMELA	1-31-2022	0	2022	5	INV A	125.00	C-021522	REFUND - HOMEOWNER		
				ACCOUNT TOTAL			125.00				
				ORG 0010	TOTAL		125.00				
111				MAYOR ADMIN DEPARTMENT							
111	610400			OFFICE SUPPLIES							
007600	OFFICE DEPOT	186047003001	0	2022	5	INV A	143.98	C-021522	CHAIRMAT RECEPTION		
007600	OFFICE DEPOT	195710923001	0	2022	5	INV A	18.98	C-021522	REFILL PEN		
007600	OFFICE DEPOT	222341338001	0	2022	5	INV A	56.05	C-021522	PRINTER (DIANE) INV		
							219.01				
				ACCOUNT TOTAL			219.01				
111	622100			PROFESSIONAL SERVICES							
017189	ASCAP	500584959-22	0	2022	5	INV A	390.00	C-021522	500584959 - 2022 ME		
				ACCOUNT TOTAL			390.00				
				ORG 111	TOTAL		609.01				
120				ARTS AND CULTURAL AFFAIRS							
120	622100			PROFESSIONAL FEES							
004489	JOHNSON CINDY	140-22	0	2022	5	INV A	360.00	C-021522	AEROBICS INSTR. (JA		
013370	CAIN, MARY	1-2022	0	2022	4	INV A	240.00	C-021522	LINE DANCE CLASS (J		
015915	WISEMAN CYNTHIA	127-22	0	2022	4	INV A	360.00	C-021522	AEROBICS (JAN. 18,		
017200	SMITH JOYCE W	128-22	0	2022	4	INV A	90.00	C-021522	YOGA INSTR. JAN. 25		
017272	PERKINS WENDY	12722	0	2022	4	INV A	285.00	C-021522	AEROBICS INSTR.-JAN		
017272	PERKINS WENDY	12877	0	2022	4	INV A	180.00	C-021522	AEROBICS INST. - JA		
							465.00				
018134	FORRESTER SHERRY	572-22	0	2022	4	INV A	630.00	C-021522	ART INST. JAN. 12,1		
021019	CAIN LINDA A	525-22	0	2022	4	INV A	60.00	C-021522	LINE DANCE CLASS (J		
028876	BURCH DEBORA	1-22	0	2022	4	INV A	120.00	C-021522	YOGA CLASS (JAN. 4,		
029120	YOUNG LEASING CO	INV4613368	0	2022	5	INV A	1,433.35	C-021522	#AAA50825 - COPY CO		
				ACCOUNT TOTAL			3,758.35				
120	626900			TRAVEL & TRAINING							
030813	BROWN MARILYN	2-4-2022	0	2022	5	INV A	224.00	C-021522	RITZ-CARLTON TYSONS		

02/10/2022 13:32
1540spri

CITY OF SOUTHAVEN
FY CLAIMS DOCKET C-021522

P 2
apinvgla

YEAR/PERIOD: 2022/1 ACCOUNT/VENDOR	TO 2022/5 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
034408 DUNCAN LORETTA	2-4-2022	0	2022	5	INV A	224.00	C-021522	RITZ-CARLTON TYSONS
					ACCOUNT TOTAL	448.00		
			ORG 120		TOTAL	4,206.35		
125					COURT DEPARTMENT			
125	621500				COURT BOND REFUND			
001427 AL WILLIAMS BAIL BON	2-8-2022	0	2022	5	INV A	500.00	C-021522	BOND REMISSION - AN
035111 ROYAL BENSON VELVET	1-26-2022	0	2022	4	INV A	300.00	C-021522	CASH BOND REFUND
035151 JACOBS COLLIN C	2-2-2022	0	2022	5	INV A	300.00	C-021522	CASH BOND REFUND
035152 OLGUIN MIGUEL BARRON	2-2-2022	0	2022	5	INV A	150.00	C-021522	CASH BOND REFUND
035153 WILLINGHAM SHONDRICK	2-2-2022	0	2022	5	INV A	400.00	C-021522	CASH BOND REFUND
035156 MCGHEE AERIA D	2-7-2022	0	2022	5	INV A	7.00	C-021522	CASH BOND REFUND
035158 BURCH REED E	2-9-2022	0	2022	5	INV A	126.00	C-021522	CASH BOND REFUND
035159 PANUCO ALEJANDRO	2-9-2022	0	2022	5	INV A	200.00	C-021522	CASH BOND REFUND
					ACCOUNT TOTAL	1,983.00		
125	621501				COURT FINES			
000955 STATE TREASURER	2-1-2022	0	2022	5	INV A	103,673.06	C-021522	MONTHLY STATE ASSES
000962 CRIME STOPPERS	2-1-2022	0	2022	5	INV A	1,473.55	C-021522	MONTHLY CRIME STOPP
000963 DEPT OF PUBLIC SAFET	2-1-2022	0	2022	5	INV A	5,287.73	C-021522	MONTHLY I.W.R.C.P.
000963 DEPT OF PUBLIC SAFET	2-1-22	0	2022	5	INV A	1,759.10	C-021522	MONTHLY IGNITION IN
						7,046.83		
024253 AMERICAN MUNICIPAL S	52468	0	2022	5	INV A	486.98	C-021522	COLLECTION FEES DEC
029524 MISSISSIPPI FORENSIC	2-1-2022	0	2022	5	INV A	400.00	C-021522	MONTHLY CRIME LAB A
					ACCOUNT TOTAL	113,080.42		
125	621505				COURT SUPPLIES			
007600 OFFICE DEPOT	222533353001	0	2022	5	INV A	66.39	C-021522	OFFICE SUPPLIES
007823 AMERICAN PAPER & TWI	4218777	0	2022	5	INV A	111.96	C-021522	JANITORIAL SUPPLIES
007823 AMERICAN PAPER & TWI	4220202	0	2022	5	INV A	22.38	C-021522	BLACK 60 GAL TRASH
						134.34		
					ACCOUNT TOTAL	200.73		

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YEAR/PERIOD: 2022/1 TO 2022/5								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
125	622100			PROFESSIONAL SERVICES				
025804 BARTON MATTHEW	2-2-2022	0	2022 5	INV A	300.00	C-021522	SPECIAL PROSECUTOR	
033399 MOORE ADRIENNE S	1-28-2022	0	2022 4	INV A	200.00	C-021522	SPECIAL PUBLIC DEFE	
				ACCOUNT TOTAL	500.00			
			ORG 125	TOTAL	115,764.15			
150	610500			INFORMATION TECHNOLOGY				
150	610500			COMPUTERS				
017307 LSI	SP1199008	0	2022 5	INV A	115.00	C-021522	CLEANING KIT FOR ID	
022719 UMB CARD SERVICES	2-1-22	0	2022 5	INV A	2,704.30	C-021522	UMB CREDIT CARD PAY	
024868 CUMMINS ANDREW	2-7-22	0	2022 5	INV A	107.00	C-021522	REIMBURSEMENT FOR U	
				ACCOUNT TOTAL	2,926.30			
150	610550			NETWORK CONNECTIVITY				
000739 CDW LLC	R579471	0	2022 5	INV A	159.19	C-021522	CRADLEPOINT RENEWAL	
022719 UMB CARD SERVICES	2-1-22	0	2022 5	INV A	543.85	C-021522	UMB CREDIT CARD PAY	
				ACCOUNT TOTAL	703.04			
150	611300			MOTOR VEH REPAIRS/MAINT				
007304 O'REILLYS AUTO PARTS	1257-166316	0	2022 5	INV A	7.98	C-021522	DE-ICER FOR IT VEHI	
029563 LANDERS FORD SOUTH	138767	0	2022 5	INV A	54.35	C-021522	OIL CHANGE IT - FOR	
				ACCOUNT TOTAL	62.33			
150	614000			GASOLINE/OIL				
006919 FUELMAN	NP61498037	0	2022 5	INV A	170.90	C-021522	#BG2241616 - IT FUE	
006919 FUELMAN	NP61569752	0	2022 5	INV A	115.29	C-021522	#BG2241616-IT FUEL	
					286.19			
				ACCOUNT TOTAL	286.19			
			ORG 150	TOTAL	3,977.86			
155	610400			CITY CLERK				
155	610400			OFFICE SUPPLIES				
000403 LAWRENCE PRINTING CO	62731	0	2022 5	INV A	138.09	C-021522	MINUTE BOOK MONTHLY	
000424 A 2 Z ADVERTISING	60681	0	2022 5	INV A	220.50	C-021522	BLACK CARDIGANS - C	
007600 OFFICE DEPOT	191602422001	0	2022 5	INV A	4.68	C-021522	STAPLES	
007600 OFFICE DEPOT	203355980001	0	2022 5	INV A	76.99	C-021522	TONER/LABEL/FILE FO	



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YEAR/PERIOD: 2022/1	TO 2022/5								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
007600 OFFICE DEPOT	221054912001	0	2022 5	CRM	A	-96.81	C-021522	CREDIT (INK)	
007600 OFFICE DEPOT	221054957001	0	2022 5	CRM	A	-67.01	C-021522	CREDIT - INK CARTRI	
						-82.15			
						ACCOUNT TOTAL			276.44
155 610401						OFFICE SUPPLY-INVENTORY			
007600 OFFICE DEPOT	203355980001	0	2022 5	INV	A	11.38	C-021522	TONER/LABEL/FILE FO	
007600 OFFICE DEPOT	218499884001	0	2022 5	INV	A	4.79	C-021522	FABREZE	
007600 OFFICE DEPOT	218505116001	0	2022 5	INV	A	92.10	C-021522	INVENTORY SUPPLY	
007600 OFFICE DEPOT	222341338001	0	2022 5	INV	A	56.82	C-021522	PRINTER (DIANE) INV	
007600 OFFICE DEPOT	222341850001	0	2022 5	INV	A	31.10	C-021522	LYSOL	
007600 OFFICE DEPOT	222685930001	0	2022 5	INV	A	3.27	C-021522	PENS INVENTORY SUPP	
007600 OFFICE DEPOT	223777996001	0	2022 5	INV	A	31.21	C-021522	DEPOSIT BAGS	
						230.67			
007823 AMERICAN PAPER & TWI	4218779	0	2022 5	INV	A	221.57	C-021522	JANITORAL SUPPLIES	
007823 AMERICAN PAPER & TWI	4218783	0	2022 5	INV	A	42.29	C-021522	STANDARD TOILET PAP	
007823 AMERICAN PAPER & TWI	4220204	0	2022 5	INV	A	44.76	C-021522	60 GAL TRASH	
						308.62			
030629 AMAZON CAPITAL	1WM7CCGYFCK	0	2022 5	INV	A	55.84	C-021522	#ANKP067K88KPB-MULT	
						ACCOUNT TOTAL			595.13
155 622100						PROFESSIONAL SERVICES			
000178 IIMC	1-26-2022	0	2022 4	INV	A	790.00	C-021522	IIMC RENEWALS FOR 2	
029120 YOUNG LEASING CO	INV4627211	0	2022 5	INV	A	152.45	C-021522	CITY CLERK'S OFFICE	
029120 YOUNG LEASING CO	INV4627212	0	2022 5	INV	A	125.41	C-021522	CITY CLERK'S PRINTE	
						277.86			
						ACCOUNT TOTAL			1,067.86
155 625700						TELEPHONE & POSTAGE			
000971 PITNEY BOWES GLOBAL	2-9-2022	0	2022 5	INV	A	2,000.00	C-021522	#52799301-POSTAGE-C	
018342 GREAT AMERICA FINANC	30871084	0	2022 5	INV	A	248.21	C-021522	POSTAGE METER - JAN	
						ACCOUNT TOTAL			2,248.21
155 626100						ADVERTISING			
001185 DESOTO TIMES-TRIBUNE	300149838	0	2022 5	INV	A	113.08	C-021522	NTB GETWELL ROAD WI	
						ACCOUNT TOTAL			113.08
155 626900						TRAVEL & TRAINING			
016889 CENTER FOR GOVERNMENT	1-31-2022	0	2022 5	INV	A	200.00	C-021522	2022 SPRING CMC REG	

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	016889 CENTER FOR GOVERN	2-2-2022	0	2022	5	INV A	200.00	C-021522	CMC PROGRAM REG. FE
							400.00		
							ACCOUNT TOTAL		400.00
							ORG 155		TOTAL 4,700.72
									BUILDING DEPARTMENT
160	611000								MATERIALS
160	007600 OFFICE DEPOT	223777995001	0	2022	5	INV A	12.89	C-021522	GRAPHING PADS
							ACCOUNT TOTAL		12.89
							ORG 160		TOTAL 12.89
180	610400								PLANNING / ENGINEERING DEPT
180	006685 DEX IMAGING	AR7297174	0	2022	5	INV A	62.81	C-021522	OFFICE SUPPLIES
							ACCOUNT TOTAL		62.81
180	622100								PROFESSIONAL FEES
	018221 CIVIL-LINK, LLC	75710	0	2022	5	INV A	15,000.00	C-021522	MUNICIPAL STAFFING
	025688 ROSE JUNE	2-1-2022	0	2022	5	INV A	200.00	C-021522	PLANNING COMMISSION
	025689 ENGLISH CINDY	2-1-2022	0	2022	5	INV A	200.00	C-021522	PLANNING COMMISSION
	025693 BREWER WILLIAM JOSEP	2-1-2022	0	2022	5	INV A	200.00	C-021522	PLANNING COMMISSION
	025694 CAMP JOHN	2-1-2022	0	2022	5	INV A	200.00	C-021522	PLANNING COMMISSION
	027031 LEEKE KEVIN	2-1-2022	0	2022	5	INV A	200.00	C-021522	PLANNING COMMISSION
	029239 UPCHURCH DINK	2-1-2022	0	2022	5	INV A	100.00	C-021522	PLANNING COMMISSION
	032389 MOORE BEN A	2-1-2022	0	2022	5	INV A	200.00	C-021522	PLANNING COMMISSION
	034086 JAMES CHRIS	2-1-2022	0	2022	5	INV A	200.00	C-021522	PLANNING COMMISSION
							ACCOUNT TOTAL		16,500.00
180	626900								TRAVEL & TRAINING
	030537 GISH KEITH	1-26-2022	0	2022	5	INV A	30.66	C-021522	PER DIEM FOR CONF.
	033786 SERVIN TRACY	1-26-2022	0	2022	5	INV A	30.66	C-021522	PER DIEM FOR CONF.
	033787 MOORE RICHARD	1-26-2022	0	2022	5	INV A	30.66	C-021522	PER DIEM FOR CONF.
							ACCOUNT TOTAL		91.98



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YEAR/PERIOD:	2022/1	TO	2022/5										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
				ORG 180		TOTAL					16,654.79		
211				POLICE DEPARTMENT									
211	610100			CLEANING SUPPLIES									
007600	OFFICE DEPOT	212900204003	0	2022	4	INV A	16.77	C-021522	TRAFFIC TRASH CANS				
007823	AMERICAN PAPER & TWI	4220281	0	2022	5	INV A	230.40	C-021522	KITCHEN PAPER TOWEL				
				ACCOUNT TOTAL									247.17
211	610400			OFFICE SUPPLIES									
007600	OFFICE DEPOT	220172503001	0	2022	4	INV A	133.45	C-021522	OFFICE SUPPLIES				
007600	OFFICE DEPOT	223535446001	0	2022	5	INV A	184.82	C-021522	RANGE INK				
				ACCOUNT TOTAL									318.27
				ACCOUNT TOTAL									318.27
211	610500			COMPUTER									
022719	UMB CARD SERVICES	2-1-22	0	2022	5	INV A	159.96	C-021522	UMB CREDIT CARD PAY				
				ACCOUNT TOTAL									159.96
211	611000			MATERIALS									
001102	SOUTHAVEN SUPPLY	124915	0	2022	5	INV A	20.97	C-021522	CRASH SCENE PAINT				
004246	HARBOR FREIGHT TOOLS	972966	0	2022	5	INV A	17.08	C-021522	CITY HALL METAL DET				
				ACCOUNT TOTAL									38.05
211	611300			MAINTENANCE VEHICLES									
000543	COMSERV SERVICES	732004236	22000023	2022	4	INV A	6,099.95	C-021522	K9 TRANSPORT SYSTEM				
000691	NORTH MISSISSIPPI TI	60620	0	2022	5	INV A	1,023.52	C-021522	SHOP PARTS - 8 TIRE				
001114	UNION AUTO PARTS	2251163	0	2022	4	INV A	134.58	C-021522	3122 - BATTERY				
001114	UNION AUTO PARTS	2253420	0	2022	4	INV A	13.40	C-021522	SHOP PARTS - WIRE U				
001114	UNION AUTO PARTS	2253546	0	2022	4	INV A	56.13	C-021522	3214 BRAKES				
001114	UNION AUTO PARTS	2253600	0	2022	4	INV A	7.13	C-021522	SHOP PARTS/STUD YEL				
001114	UNION AUTO PARTS	2253606	0	2022	4	INV A	97.67	C-021522	3145 BRAKE LINING				
001114	UNION AUTO PARTS	2255254	0	2022	4	INV A	169.17	C-021522	4195 - COIL				
001114	UNION AUTO PARTS	2255953	0	2022	5	INV A	169.17	C-021522	3155 COIL				
001114	UNION AUTO PARTS	2255969	0	2022	5	INV A	169.17	C-021522	SHOP PARTS - COILAS				
001114	UNION AUTO PARTS	2256287	0	2022	5	INV A	50.03	C-021522	3145 BRAKES				
001114	UNION AUTO PARTS	2257373	0	2022	5	INV A	256.56	C-021522	3089 HUB				
001114	UNION AUTO PARTS	2257453	0	2022	5	INV A	60.47	C-021522	3089 BRAKES				
001114	UNION AUTO PARTS	2257498	0	2022	5	INV A	51.50	C-021522	3089 BRAKE				
001114	UNION AUTO PARTS	2257788	0	2022	5	INV A	127.88	C-021522	3229 BATTERY				
001114	UNION AUTO PARTS	2257792	0	2022	5	INV A	130.66	C-021522	3113 BATTERY				
001114	UNION AUTO PARTS	2257827	0	2022	5	INV A	127.88	C-021522	SHOP PARTS - BATTER				
001114	UNION AUTO PARTS	2258683	0	2022	5	INV A	278.99	C-021522	3094 SPARK PLUG				
001114	UNION AUTO PARTS	2260623	0	2022	5	INV A	239.51	C-021522	3057 BRAKE				

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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	2260741	0	2022	5	INV A	17.30	C-021522	SHOP PARTS - LAMP M
	001114 UNION AUTO PARTS	2260960	0	2022	5	INV A	74.40	C-021522	3121 - SPARK PLUG
	001114 UNION AUTO PARTS	2260961	0	2022	5	INV A	28.20	C-021522	SHOP PARTS - OIL FI
	001114 UNION AUTO PARTS	2261433	0	2022	5	INV A	243.37	C-021522	SHOP PARTS/KIT-BRAK
	001114 UNION AUTO PARTS	2262140	0	2022	5	CRM A	-289.98	C-021522	CREDIT - SHOP RETUR
	001114 UNION AUTO PARTS	2262142	0	2022	5	INV A	559.76	C-021522	SHOP PARTS - COILAS
	001114 UNION AUTO PARTS	2262896	0	2022	5	INV A	354.96	C-021522	SHOP PARTS - WIPER
	001114 UNION AUTO PARTS	2262912	0	2022	5	CRM A	-299.88	C-021522	CREDIT - SHOP PARTS
	001114 UNION AUTO PARTS	2262916	0	2022	5	INV A	140.39	C-021522	3203 BATTERY
	001114 UNION AUTO PARTS	2263508	0	2022	5	INV A	299.88	C-021522	3143 IGNITION
	001114 UNION AUTO PARTS	2263566	0	2022	5	INV A	24.18	C-021522	4194 SPARK PLUG
	001114 UNION AUTO PARTS	2263614	0	2022	5	INV A	138.50	C-021522	3057 SENSOR
							3,430.98		
	001150 NAPA GENUINE PARTS C	823854	0	2022	4	INV A	134.17	C-021522	SHOP PARTS
	001150 NAPA GENUINE PARTS C	824115	0	2022	4	INV A	3.57	C-021522	3197 - CABLE
	001150 NAPA GENUINE PARTS C	824528	0	2022	5	INV A	42.82	C-021522	SHOP PARTS
							180.56		
	001962 IDEAL TIRE SALES	529191	0	2022	5	INV A	180.00	C-021522	3158 - TIRE
	006706 LANDERS DODGE	328288	0	2022	5	INV A	405.00	C-021522	3194 ELECTRICAL
	006706 LANDERS DODGE	382739	0	2022	5	CRM A	-749.92	C-021522	CREDIT - 3194 LAMP
	006706 LANDERS DODGE	382998	0	2022	4	INV A	202.50	C-021522	3111 SWITCH
	006706 LANDERS DODGE	383197	0	2022	5	INV A	158.40	C-021522	3045 VALVE
							15.98		
	007304 O'REILLYS AUTO PARTS	1257-165985	0	2022	5	INV A	38.97	C-021522	3057 WEATHER STRP
	007304 O'REILLYS AUTO PARTS	6399-106928	0	2022	5	INV A	7.14	C-021522	SHOP PARTS - TORQUE
	007304 O'REILLYS AUTO PARTS	6399-107271	0	2022	5	INV A	44.98	C-021522	3057 FLOOR MATS
	007304 O'REILLYS AUTO PARTS	6399-107298	0	2022	5	INV A	2.00	C-021522	3057 WHEEL COVER
	007304 O'REILLYS AUTO PARTS	6399-107308	0	2022	5	INV A	337.67	C-021522	3145 IGNITION COIL
							430.76		
	011610 SOUTHERN THUNDER	164684SHORT	0	2022	5	INV A	139.00	C-021522	SHORT PAY FOR INV#1
	011610 SOUTHERN THUNDER	165400	0	2022	5	INV A	357.62	C-021522	3178 REPLACE CLUTCH
							496.62		
	017308 GENTRY GLASS	25907	0	2022	5	INV A	385.00	C-021522	2618 WIND SHIELD
	019700 CHOICE TOWING	69996	0	2022	5	INV A	50.00	C-021522	2008 CHEVY BLAZER -
	029563 LANDERS FORD SOUTH	221671	0	2022	4	INV A	177.90	C-021522	3144 SENSOR
	030773 KARZON CAR CARE LLC	6045	0	2022	4	INV A	80.00	C-021522	3116 ALIGNMENT
	034859 GATEWAY TIRE &	1026-154114	0	2022	5	INV A	205.85	C-021522	TIRE - CHIEF



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	034982 ROSS MOTOR COMPANY I	107192	0	2022	5	INV A	779.65	C-021522	3187 GEAR
	034982 ROSS MOTOR COMPANY I	36579	0	2022	4	INV A	152.24	C-021522	3172 AC/HEATING
							931.89		
							ACCOUNT TOTAL		13,689.01
211	612200								MAINTENANCE EQUIPMENT & BUILD
	000611 SIGNS & STUFF	101799	0	2022	5	INV A	20.00	C-021522	TRAINING DECAL
	007600 OFFICE DEPOT	220412676001	0	2022	5	INV A	485.97	C-021522	CAPT. YORK DESK
							ACCOUNT TOTAL		505.97
211	612500								UNIFORMS
	020832 EMERGENCY EQUIPMENT	370505	0	2022	5	INV A	600.00	C-021522	LONG; ALLOT. 2022
	020832 EMERGENCY EQUIPMENT	466748	0	2022	4	INV A	15.00	C-021522	MCCOY NAME PLATE
	020832 EMERGENCY EQUIPMENT	466878	0	2022	4	INV A	59.00	C-021522	SUPERVISOR RANK BRA
							674.00		
	021916 MIDSOUTH SOLUTIONS	174562	0	2022	5	INV A	617.91	C-021522	RAYBURN, LARRY ALLO
	021916 MIDSOUTH SOLUTIONS	177485	22000120	2022	5	INV A	358.42	C-021522	SAMPLES, TODD UNIFO
	021916 MIDSOUTH SOLUTIONS	177491	22000090	2022	5	INV A	490.50	C-021522	PEGRIM, CHASE UNIFO
	021916 MIDSOUTH SOLUTIONS	177492	22000128	2022	5	INV A	499.93	C-021522	STEWART, JODY UNIFO
							1,966.76		
							ACCOUNT TOTAL		2,640.76
211	614000								FUEL & OIL
	006919 FUELMAN	NP61470312	0	2022	5	INV A	7,580.41	C-021522	#BG127062 - SPD FUE
	006919 FUELMAN	NP61497693	0	2022	5	INV A	8,592.68	C-021522	#BG127062 - SPD FUE
							16,173.09		
							ACCOUNT TOTAL		16,173.09
211	614900								FEED FOR ANIMALS
	019336 HOLLYWOOD FEED	11622	0	2022	5	INV A	38.69	C-021522	K9 JOINT MEDS
							ACCOUNT TOTAL		38.69
211	622100								PROFESSIONAL SERVICES
	001121 NEWTON TROPHY	108127	0	2022	5	INV A	304.30	C-021522	OFFICER OF THE MONT
	004230 THOMSON REUTERS-WEST	845772969	0	2022	5	INV A	440.54	C-021522	CLEAR WEB ANALYTICS
	006685 DEX IMAGING	AR6871513	0	2022	5	INV A	253.65	C-021522	#P1201 - SANDERS
	019545 TRANSUNION RISK & AL	50291-202201-1	0	2022	5	INV A	450.00	C-021522	JAN 2022-ONLINE INV

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YEAR/PERIOD: 2022/1 ACCOUNT/VENDOR	TO 2022/5 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
027769 FBINAA	20122	0	2022 5	INV	A	115.00 C-021522		#47390-SMOROWDKI, G
029120 YOUNG LEASING CO	INV4624157	0	2022 5	INV	A	381.91 C-021522		#AAA65005 - WEST/FO
029120 YOUNG LEASING CO	INV4624158	0	2022 5	INV	A	258.09 C-021522		#AAA61322 - ADMIN.
029120 YOUNG LEASING CO	INV4624159	0	2022 5	INV	A	226.81 C-021522		#AAA61328 - CAPT. H
						866.81		
034575 SCANSTAT TECHNOLOGIE	BDODF369D6C64FDD8AEF	0	2022 5	INV	A	457.48 C-021522		DET. CROY
035106 BENCHMARK HOLDCO LLC	868	22000134	2022 5	INV	A	19,890.00 C-021522		POLICE DEPT MANAGEM
						ACCOUNT TOTAL	22,777.78	
211 625700						TELEPHONE & POSTAGE		
018521 SOUTHERN TELECOMMUNI	1-27-2022	0	2022 5	INV	A	573.28 C-021522		SOUTHERN TELECOMMUN
						ACCOUNT TOTAL	573.28	
211 626102						PUBLIC RELATIONS		
000424 A 2 Z ADVERTISING	60494	0	2022 4	INV	A	1,486.00 C-021522		T-SHIRTS & HOODIES
						ACCOUNT TOTAL	1,486.00	
211 626900						TRAVEL & TRAINING		
000780 DEFENSE TECHNOLOGY	87135	0	2022 5	INV	A	895.00 C-021522		HORTON 4 DAYS LESS
002653 MS ASSOCIATION OF CH	SA46640	0	2022 5	INV	A	1,441.50 C-021522		100 ENTRY LEVEL TES
002653 MS ASSOCIATION OF CH	SA49418	0	2022 5	INV	A	1,791.50 C-021522		100 TESTS
						3,233.00		
006589 MS DELTA COMMUNITY C	SPRING2022	0	2022 5	INV	A	3,740.00 C-021522		TUITION: BARKER, RA
022260 FBI - LEEDA	200064905	0	2022 5	INV	A	350.00 C-021522		DISTANCE LEARNING A
						ACCOUNT TOTAL	8,218.00	
211 630400						MACHINERY & EQUIPMENT		
001320 MARTIN MACHINE WORKS	1536	0	2022 4	INV	A	2,472.00 C-021522		SWAT VAN BUMPER
022719 UMB CARD SERVICES	2-1-22	0	2022 5	INV	A	37.40 C-021522		UMB CREDIT CARD PAY
024868 CUMMINS ANDREW	1-31-22	0	2022 5	INV	A	67.40 C-021522		REIMBURSEMENT FOR L
						ACCOUNT TOTAL	2,576.80	
211 630600						VEHICLES		
019924 LANDERS NISSAN	221376	22000123	2022 4	INV	A	26,730.00 C-021522		2022 NISSAN ALTIMA
						ACCOUNT TOTAL	26,730.00	



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YEAR/PERIOD:	2022/1	TO	2022/5								
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
				ORG 211	TOTAL		96,172.83				
215	EMERGENCY SERVICES										
215	610400			OFFICE SUPPLIES							
007600	OFFICE DEPOT	218562873001	0	2022	4	INV A	154.08	C-021522	ENVELOPS, SOAP CALE		
				ACCOUNT TOTAL			154.08				
215	612500			UNIFORMS							
000424	A 2 Z ADVERTISING	60602	0	2022	5	INV A	138.90	C-021522	L. SANDERS UNIFORMS		
000424	A 2 Z ADVERTISING	60603	0	2022	5	INV A	258.94	C-021522	A. PUFF UNIFORMS		
000424	A 2 Z ADVERTISING	60604	0	2022	5	INV A	151.94	C-021522	A. SCALLION UNIFORM		
000424	A 2 Z ADVERTISING	60605	0	2022	5	INV A	211.94	C-021522	A. WHITE UNIFORMS		
000424	A 2 Z ADVERTISING	60607	0	2022	5	INV A	115.96	C-021522	M. HEASTON UNIFORMS		
000424	A 2 Z ADVERTISING	60609	0	2022	5	INV A	406.00	C-021522	DISPATCH UNIFORM SH		
							1,283.68				
020832	EMERGENCY EQUIPMENT	466747	0	2022	4	INV A	128.00	C-021522	ABBY PUFF UNIFORM P		
				ACCOUNT TOTAL			1,411.68				
215	622100			PROFESSIONAL FEES							
002564	LANGUAGE LINE SERVIC	10451687	0	2022	5	INV A	198.37	C-021522	TRANSLATION SERVICE		
034860	FORENSIC POLYGRAPH S 109		0	2022	5	INV A	600.00	C-021522	NEW HIRE POLYGRAPH		
034860	FORENSIC POLYGRAPH S 110		0	2022	5	INV A	400.00	C-021522	NEW HIRE POLYGRAPH		
							1,000.00				
				ACCOUNT TOTAL			1,198.37				
215	626900			TRAVEL & TRAINING							
008309	INTERNATIONAL ACADEM	19-21012022-01300131	0	2022	4	INV A	685.00	C-021522	EMD CONFERENCE - AB		
008309	INTERNATIONAL ACADEM	19-21012022-01310132	0	2022	4	INV A	685.00	C-021522	EMD CONFERENCE - JO		
							1,370.00				
				ACCOUNT TOTAL			1,370.00				
				ORG 215	TOTAL		4,134.13				
290	FIRE DEPARTMENT										
290	610100			CLEANING SUPPLIES							
007823	AMERICAN PAPER & TWI	4223325	0	2022	5	INV A	593.32	C-021522	CLEANING SUPPLIES F		
				ACCOUNT TOTAL			593.32				
290	611000			MATERIALS							
020832	EMERGENCY EQUIPMENT	466791	0	2022	5	INV A	133.00	C-021522	306 FLASHLIGHT HOLD		

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
	030629	AMAZON CAPITAL	137WQDMYKGVQ	0	2022	4	INV	A	56.45 C-021522	#ANKP067K88KPB-FACE
							ACCOUNT TOTAL		189.45	
290	611300						MAINTENANCE VEHICLES			
	000223	CROW'S TRUCK SERVICE	R101019398	0	2022	5	INV	A	3,836.40 C-021522	REPAIRS TO ENG. 1,
	000223	CROW'S TRUCK SERVICE	R101019529:01	0	2022	5	INV	A	3,455.33 C-021522	REPAIRS TO ENG. 3 F
									7,291.73	
	000887	JIMMY GRAY CHEVROLET	39394	0	2022	5	INV	A	206.09 C-021522	OIL/FILTER CHANGE S
	000887	JIMMY GRAY CHEVROLET	393961	0	2022	5	INV	A	129.79 C-021522	CHIEF'S TAHOE FLT#50
									335.88	
	007304	O'REILLYS AUTO PARTS	1257-165223	0	2022	4	INV	A	41.97 C-021522	3) 1 GALLON ANTIFRE
	007304	O'REILLYS AUTO PARTS	1791-176462	0	2022	5	INV	A	133.73 C-021522	BATTERY FOR GOLD CR
									175.70	
							ACCOUNT TOTAL		7,803.31	
290	612200						MAINTENANCE EQUIPMENT & BUILD			
	000196	MAGNOLIA SUPPLY & SE	40129	0	2022	4	INV	A	201.84 C-021522	1 CASE OF 32OZ MOP
	030216	MERIDIAN MATTRESS FA	1754	0	2022	5	INV	A	4,050.00 C-021522	MATTRESSES FOR STAT
	030216	MERIDIAN MATTRESS FA	1755	0	2022	5	INV	A	2,100.00 C-021522	MATTRESSES (2) STAT
									6,150.00	
	030629	AMAZON CAPITAL	1W99G6FY6LM1	0	2022	5	INV	A	12.93 C-021522	#ANK9067K88KPB-HOND
							ACCOUNT TOTAL		6,364.77	
290	626500						PRINTING			
	006685	DEX IMAGING	AR7117649	0	2022	5	INV	A	7.44 C-021522	#MP8808-COPY FEES F
							ACCOUNT TOTAL		7.44	
290	626900						TRAVEL & TRAINING			
	001102	SOUTHAVEN SUPPLY	125411	0	2022	5	INV	A	252.10 C-021522	MATERIAL FOR TRAINI
							ACCOUNT TOTAL		252.10	
							ORG 290 TOTAL		15,210.39	
295							FIRE PREVENTION			
295	611000						MATERIALS			
	000739	CDW LLC	R530014	0	2022	5	INV	A	221.43 C-021522	GETAC F110 BRKT HAN
							ACCOUNT TOTAL		221.43	

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YEAR/PERIOD: 2022/1 TO 2022/5										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
295 022633 626900 NWMCEA	1-31-2022	0	2022 5	INV	A	400.00	C-021522	TRAVEL & TRAINING		2022 RENEWALS FOR R
								ACCOUNT TOTAL	400.00	
			ORG 295	TOTAL		621.43				
297								EMS		
297 000582 610701 BOUND TREE MEDICAL	84389711	0	2022 5	INV	A	453.18	C-021522	MEDICAL SUPPLIES		MEDICAL SUPPLIES
001147 NEXAIR LLC	9568440	0	2022 5	INV	A	274.80	C-021522			JANUARY 2022 RENTAL
015430 ZOLL MEDICAL CORPORA	3440797	0	2022 4	INV	A	253.45	C-021522			MEDICAL SUPPLIES
016050 HENRY SCHEIN INC	15893373	0	2022 5	INV	A	2,119.25	C-021522			MEDICAL SUPPLIES
016050 HENRY SCHEIN INC	15899165	0	2022 5	INV	A	38.80	C-021522			MEDICAL SUPPLIES
016050 HENRY SCHEIN INC	16125485	0	2022 5	INV	A	1,957.14	C-021522			MEDICAL SUPPLIES
016050 HENRY SCHEIN INC	16289624	0	2022 5	INV	A	127.25	C-021522			MEDICAL SUPPLIES
						4,242.44				
027573 TELEFLEX MEDICAL INC	9505034613	0	2022 5	INV	A	1,715.50	C-021522			MEDICAL SUPPLIES
						6,939.37		ACCOUNT TOTAL		
297								TRAVEL & TRAINING		
001153 NORTHWEST MS COMMUNI	301953	0	2022 5	INV	A	916.00	C-021522			SPRING SEMESTER PAR
001153 NORTHWEST MS COMMUNI	318867	0	2022 5	INV	A	2,140.00	C-021522			SPRING SEMESTER PAR
001153 NORTHWEST MS COMMUNI	67422	0	2022 5	INV	A	2,140.00	C-021522			SPRING SEMESTER PAR
						5,196.00				
026921 NATIONAL ASSOCIATION	142202877041000	0	2022 5	INV	A	90.00	C-021522			6 - DRIVING COURSE
026935 COKE TAYLOR	13022	0	2022 5	INV	A	72.00	C-021522			RENEWAL OF STATE &
034586 TEDDER HALEY N	12321	0	2022 5	INV	A	459.10	C-021522			TESTS FOR PARAMEDIC
						5,817.10		ACCOUNT TOTAL		
			ORG 297	TOTAL		12,756.47				
311								PUBLIC WORKS DEPARTMENT		
311								MATERIALS		
000759 LEHMAN ROBERTS CO	81740	0	2022 5	INV	A	662.16	C-021522			MATERIAL: PLANT 6 -
000759 LEHMAN ROBERTS CO	81782	0	2022 5	INV	A	663.50	C-021522			MATERIALS: PLANT #6
000759 LEHMAN ROBERTS CO	81799	0	2022 5	INV	A	220.28	C-021522			MATERIAL: PLANT #6
						1,545.94				
000761 MEMPHIS STONE	140748	0	2022 5	INV	A	1,623.47	C-021522			MATERIALS - WASHED



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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	001102 SOUTHAVEN SUPPLY	125549	0	2022 5	INV	A	679.53	C-021522	MATERIALS
	001320 MARTIN MACHINE WORKS	1540	0	2022 5	INV	A	906.00	C-021522	MAT. - WINCH SUPPOR
	ACCOUNT TOTAL						4,754.94		
311	611300			MAINTENANCE VEHICLES					
	000457 GRAINGER	9082940629	0	2022 5	INV	A	51.44	C-021522	MAT. FOR SHOP - MEA
	000457 GRAINGER	9182826942	0	2022 5	INV	A	31.65	C-021522	MAT. FOR SHOP - GAU
	000457 GRAINGER	9184788777	0	2022 5	INV	A	37.52	C-021522	MAT. FOR SHOP - GEN
	000457 GRAINGER	9184788785	0	2022 5	INV	A	205.24	C-021522	MAT. FOR SHOP - BOL
	000457 GRAINGER	9184788793	0	2022 5	CRM	A	-59.24	C-021522	CREDIT - BOLT-HOLE
	000457 GRAINGER	9194248762	0	2022 5	INV	A	24.87	C-021522	MAT. FOR SHOP - FIR
	000457 GRAINGER	9197885966	0	2022 5	INV	A	15.42	C-021522	MAT. FOR SHOP - HOL
	000457 GRAINGER	9198317761	0	2022 5	INV	A	289.54	C-021522	MAT. FOR SHOP - HOL
	000457 GRAINGER	9199304099	0	2022 5	INV	A	558.30	C-021522	MAT. FOR SHOP - CUB
	000457 GRAINGER	9961165736	0	2022 5	INV	A	512.48	C-021522	MAT. FOR SHOP - BAT
							1,667.22		
	000691 NORTH MISSISSIPPI TI	60621	0	2022 5	INV	A	428.28	C-021522	MAT. FOR SHOP - 4 T
	000883 AMERICAN TIRE REPAIR	157631	0	2022 5	INV	A	100.00	C-021522	MAT. FOR SHOP - DIS
	001114 UNION AUTO PARTS	2249774	0	2022 5	INV	A	104.87	C-021522	MAT. FOR SHOP - PED
	004246 HARBOR FREIGHT TOOLS	973079	0	2022 5	INV	A	68.97	C-021522	MAT. FOR SHOP - SEA
	006479 AIRGAS USA INC	9121944900	0	2022 5	INV	A	1,750.00	C-021522	MAT. FOR SHOP - 15'
	006917 THE SHOP	3258	0	2022 5	INV	A	360.00	C-021522	MAT. FOR SHOP - 12"
	007304 O'REILLYS AUTO PARTS	1257-160401	0	2022 5	INV	A	60.97	C-021522	MAT. FOR SHOP - OIL
	007304 O'REILLYS AUTO PARTS	1257-163418	0	2022 5	INV	A	199.50	C-021522	MAT. FOR SHOP - STA
	007304 O'REILLYS AUTO PARTS	1257-164129	0	2022 5	INV	A	19.48	C-021522	MAT. FOR SHOP - 1QT
	007304 O'REILLYS AUTO PARTS	1257-164260	0	2022 5	INV	A	52.99	C-021522	MAT. FOR SHOP - CRE
	007304 O'REILLYS AUTO PARTS	1257-166333	0	2022 5	INV	A	17.99	C-021522	MAT. FOR SHOP - WRE
	007304 O'REILLYS AUTO PARTS	1257-166703	0	2022 5	INV	A	27.98	C-021522	MAT. FOR SHOP - 2.5
	007304 O'REILLYS AUTO PARTS	1257-166964	0	2022 5	INV	A	167.88	C-021522	MAT. FOR SHOP - BLU
	007304 O'REILLYS AUTO PARTS	6399-104098	0	2022 5	INV	A	70.44	C-021522	MAT. FOR SHOP-DISC
	007304 O'REILLYS AUTO PARTS	6399-104680	0	2022 5	INV	A	77.02	C-021522	MAT. FOR SHOP - WAT
	007304 O'REILLYS AUTO PARTS	6399-105007	0	2022 5	INV	A	26.98	C-021522	MAT. FOR SHOP - SOC
	007304 O'REILLYS AUTO PARTS	6399-105752	0	2022 5	INV	A	39.25	C-021522	MAT. FOR SHOP - PWR
	007304 O'REILLYS AUTO PARTS	6399-106775	0	2022 5	INV	A	106.26	C-021522	MAT. FOR SHOP - WIP
	007304 O'REILLYS AUTO PARTS	6399-106893	0	2022 5	INV	A	134.92	C-021522	MAT. FOR SHOP - 5QT
	007304 O'REILLYS AUTO PARTS	6399-107113	0	2022 5	INV	A	54.95	C-021522	MAT. FOR SHOP - ABS
	007304 O'REILLYS AUTO PARTS	6399-107163	0	2022 5	INV	A	76.90	C-021522	MAT. FOR SHOP - FUE
	007304 O'REILLYS AUTO PARTS	6399-107225	0	2022 5	INV	A	175.08	C-021522	MAT. FOR SHOP - LED
	007304 O'REILLYS AUTO PARTS	6399-107679	0	2022 5	INV	A	97.98	C-021522	MAT. FOR SHOP- 2.5
	007304 O'REILLYS AUTO PARTS	6399-107691	0	2022 5	INV	A	42.26	C-021522	MAT. FOR SHOP - DEG

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YEAR/PERIOD:	2022/1	TO	2022/5								
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
							1,448.83				
007624	CUSTOM SPRINGS, INC.	71025	0	2022	5	INV A	1,235.10	C-021522	MAT. FOR SHOP		
030967	EMISSION & COOLING S	3032029	0	2022	5	INV A	49.70	C-021522	MAT. FOR SHOP - HOS		
034150	LAWSON PRODUCTS, INC	9309199574	0	2022	5	INV A	29.76	C-021522	MAT. FOR SHOP - HEX		
034150	LAWSON PRODUCTS, INC	9309217219	0	2022	5	INV A	12.95	C-021522	MAT. FOR SHOP - HEX		
034150	LAWSON PRODUCTS, INC	9309217220	0	2022	5	INV A	12.95	C-021522	MAT. FOR SHOP - HEX		
034150	LAWSON PRODUCTS, INC	9309221824	0	2022	5	INV A	38.61	C-021522	MAT. FOR SHOP-HEX C		
034150	LAWSON PRODUCTS, INC	9309221825	0	2022	5	INV A	17.93	C-021522	MAT. FOR SHOP - HEW		
034150	LAWSON PRODUCTS, INC	9309232123	0	2022	5	INV A	30.37	C-021522	MAT. FOR SHOP		
034150	LAWSON PRODUCTS, INC	9309232124	0	2022	5	INV A	30.37	C-021522	MAT. FOR SHOP - HEX		
							172.94				
							ACCOUNT TOTAL				7,385.91
311	612500						UNIFORMS				
013377	CINTAS	4109532294	0	2022	5	INV A	315.01	C-021522	UNIFORMS		
013377	CINTAS	4110220332	0	2022	5	INV A	315.01	C-021522	UNIFORMS		
							630.02				
							ACCOUNT TOTAL				630.02
311	622100						PROFESSIONAL SERVICES				
002762	WALLACE BRADLEY K	2-08-22	0	2022	5	INV A	225.00	C-021522	REIMBURSEMENT OF PR		
014714	INTEGRATED WIRELES	23288	0	2022	5	INV A	556.40	C-021522	FEB 2022-RADIO SERV		
							ACCOUNT TOTAL				781.40
							ORG 311 TOTAL				13,552.27
411							PARKS DEPARTMENT				
411	610400						OFFICE SUPPLIES				
007600	OFFICE DEPOT	223185135001	0	2022	5	INV A	59.97	C-021522	NOTE PADS		
007600	OFFICE DEPOT	223185604001	0	2022	5	INV A	177.95	C-021522	COPY PAPER		
							237.92				
029120	YOUNG LEASING CO	INV4122913	0	2022	5	INV A	18.67	C-021522	#AAA46214 - COPY CO		
							ACCOUNT TOTAL				256.59
411	611300						MAINTENANCE VEHICLES				
009578	GATEWAY TIRE & SERVI	1022-144046	0	2022	5	INV A	500.55	C-021522	TIRES		
							ACCOUNT TOTAL				500.55



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YEAR/PERIOD: 2022/1 TO 2022/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
411 612200								MAINTENANCE EQUIPMENT & BUILD	
000308 MAINTENANCE SUPPLY	231126	0	2022 5	INV	A	38.51 C-021522		SOCKETS, HEX & KEY	
000308 MAINTENANCE SUPPLY	231152	0	2022 5	INV	A	47.34 C-021522		CHOKE CLEANER	
									85.85
000312 BOB LADD & ASSOCIATE	1-224685	0	2022 5	INV	A	1,717.29 C-021522		MISC EQUIPMENT PART	
001099 NORTH MS PEST CONTRO	132-01136171	0	2022 5	INV	A	180.00 C-021522		SERVICE @ TENNIS	
001099 NORTH MS PEST CONTRO	132-01136172	0	2022 5	INV	A	180.00 C-021522		SERVICE @ GOLF	
									360.00
002951 STATELINE TURF & TRA	306265	0	2022 5	INV	A	300.00 C-021522		EX MARK PARTS	
011401 LIGHT BULB DEPOT, LL	11675967	0	2022 5	INV	A	174.96 C-021522		LED BULBS	
013377 CINTAS	4108844446	0	2022 4	INV	A	65.64 C-021522		MATS - ARENA	
013377 CINTAS	4109531153	0	2022 5	INV	A	65.64 C-021522		MAT. - ARENA	
									131.28
025816 SCHINDLER ELEVATOR	8105847474	0	2022 5	INV	A	1,387.75 C-021522		FOREVER YOUNG ELEVA	
028588 DANIEL MCDOWELL PLUM	12-2-21	0	2022 5	INV	A	3,106.00 C-021522		WINTERIZATION	
028588 DANIEL MCDOWELL PLUM	2-1-22	0	2022 5	INV	A	208.00 C-021522		SERVICE @ TENNIS CE	
									3,314.00
030629 AMAZON CAPITAL	13QH1PXLRP1T	0	2022 5	INV	A	29.99 C-021522		#ANKP067K88KPB-DURA	
030629 AMAZON CAPITAL	1MNP4TJKQQC	0	2022 5	INV	A	392.38 C-021522		#ANKP067K88KPB-TOOL	
									422.37
034219 HIGHLAND PARKS	310019047	0	2022 5	INV	A	1,943.53 C-021522		PLAYER BENCH - VOLL	
034293 TONY B LOCK AND KEY	274	0	2022 5	INV	A	150.00 C-021522		SERVICE CALL - REPA	
									9,987.03
								ACCOUNT TOTAL	
411 612201								PARK MAINTENANCE	
002951 STATELINE TURF & TRA	306563	0	2022 5	INV	A	415.40 C-021522		CHAINSAW	
007823 AMERICAN PAPER & TWI	4134503	0	2022 5	INV	A	649.70 C-021522		JANITORIAL SUPPLIES	
019230 WASTE PRO-MEMPHIS	828389	0	2022 5	INV	A	338.61 C-021522		#019776 - ARENA (TR	
019230 WASTE PRO-MEMPHIS	828390	0	2022 5	INV	A	245.20 C-021522		#01977 - CHERRY VAL	
019230 WASTE PRO-MEMPHIS	828391	0	2022 5	INV	A	245.20 C-021522		#019778-SOCCER @ ST	
019230 WASTE PRO-MEMPHIS	828392	0	2022 5	INV	A	427.45 C-021522		#019779-GREENBROOK	
019230 WASTE PRO-MEMPHIS	828393	0	2022 5	INV	A	183.90 C-021522		#019780 - GOLF (TRA	
019230 WASTE PRO-MEMPHIS	828394	0	2022 5	INV	A	137.94 C-021522		#019782 - PARKS OFF	

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
							1,578.30
	024249 SITEONE LANDSCAPE SU	113108839-001	0	2022 5 INV A	20,085.00	C-021522	FUNGICIDE-PO# 21000
				ACCOUNT TOTAL			22,728.40
411	612500			UNIFORMS			
	013377 CINTAS	4109390583	0	2022 5 INV A	347.36	C-021522	PARKS UNIFORMS
	013377 CINTAS	4109390682	0	2022 5 INV A	141.49	C-021522	GOLF UNIFORMS
	013377 CINTAS	4110065782	0	2022 5 INV A	358.11	C-021522	PARKS UNIFORMS
							846.96
				ACCOUNT TOTAL			846.96
411	613400			COMMUNITY EVENTS			
	027454 ARGO ENTERTAINMENT	2-8-2022	0	2022 5 INV A	32,500.00	C-021522	BOA APPROVED (2-15-
				ACCOUNT TOTAL			32,500.00
411	622100			PROFESSIONAL SERVICES			
	018221 CIVIL-LINK, LLC	75718	0	2022 5 INV A	6,474.97	C-021522	DESIGN/CIVIL ON CEN
				ACCOUNT TOTAL			6,474.97
411	625700			TELEPHONE & POSTAGE			
	018521 SOUTHERN TELECOMMUNI	1-27-2022	0	2022 5 INV A	147.10	C-021522	SOUTHERN TELECOMMUN
				ACCOUNT TOTAL			147.10
411	626000			UTILITIES			
	031719 JIVE COMMUNICATIONS	IN7100956388	0	2022 5 INV A	25.96	C-021522	SERVICE @ GREENBROO
				ACCOUNT TOTAL			25.96
411	627901			UMPIRES			
	002574 CARSON MICHAEL A	2-8-2022	0	2022 5 INV A	140.00	C-021522	INDOOR SOCCER UMPIR
	003546 COX DAVID R JR	2-8-2022	0	2022 5 INV A	280.00	C-021522	INDOOR SOCCER UMPIR
	015545 KLINCK ZACHARY A	2-8-2022	0	2022 5 INV A	605.00	C-021522	INDOOR SOCCER UMPIR
	018253 CHAN DAVID	2-8-2022	0	2022 5 INV A	245.00	C-021522	INDOOR SOCCER UMPIR
	018255 PHILLIPS ERIC	2-8-2022	0	2022 5 INV A	280.00	C-021522	INDOOR SOCCER UMPIR
	025653 CORREA RAFAEL	2-8-2022	0	2022 5 INV A	245.00	C-021522	INDOOR SOCCER UMPIR
	031115 MYSIEWICZ MICHAEL	2-8-2022	0	2022 5 INV A	350.00	C-021522	INDOOR SOCCER UMPIR
	031116 MEYER BENJAMIN	2-8-2022	0	2022 5 INV A	350.00	C-021522	INDOOR SOCCER UMPIR

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YEAR/PERIOD: 2022/1 ACCOUNT/VENDOR	TO 2022/5 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
031322 VASQUEZ GEORGE	2-8-2022	0	2022 5	INV	A	280.00 C-021522		INDOOR SOCCER UMPIR
034964 RODGERS ROSS	2-8-2022	0	2022 5	INV	A	385.00 C-021522		INDOOR SOCCER UMPIR
ACCOUNT TOTAL						3,160.00		
411 630400	MACHINERY & EQUIPMENT							
002951 STATELINE TURF & TRA 306266		22000126	2022 5	INV	A	26,399.20 C-021522		EXMARK 2 X-SERIES M
ACCOUNT TOTAL						26,399.20		
ORG 411 TOTAL						103,026.76		
412	PARK TOURNAMENTS							
412 612400	RESELL / CONCESSION EXPENSE							
003538 SYSCO CORPORATION	314273805	0	2022 5	INV	A	937.94 C-021522		CONCESSIONS SUPPLIE
022105 NCR CORPORATION	6502494825	0	2022 4	INV	A	717.50 C-021522		ALOHA SUPPORT
024982 SMITTY'S SLICES LLC	1-28-22	0	2022 5	INV	A	157.95 C-021522		PIZZA - RESALE
026772 WILSON SPORTING GOOD	4536836713	0	2022 5	INV	A	83.39 C-021522		RACKET - RESALE
026772 WILSON SPORTING GOOD	4536940636	0	2022 5	INV	A	253.42 C-021522		RACKET - RESALE
026772 WILSON SPORTING GOOD	4536940637	0	2022 5	INV	A	297.48 C-021522		RACKET - RESALE
026772 WILSON SPORTING GOOD	4536956813	0	2022 5	INV	A	297.48 C-021522		RACKET - RESALE
						931.77		
ACCOUNT TOTAL						2,745.16		
412 626102	PROMOTIONS							
000334 ULINE INC	144322965	0	2022 5	INV	A	918.50 C-021522		TABLET CHARGING CAR
034906 GLOBAL AWARDS, LLC	2762	0	2022 5	INV	A	2,583.39 C-021522		BEST OF MIDSOUTH AW
ACCOUNT TOTAL						3,501.89		
ORG 412 TOTAL						6,247.05		
511	MUNICIPAL CODE ENFORCEMENT							
511 610100	CLEANING SUPPLIES							
007823 AMERICAN PAPER & TWI 4218785		0	2022 5	INV	A	32.52 C-021522		PINE-SOL CLEANER (A
ACCOUNT TOTAL						32.52		
511 614900	FEED FOR ANIMALS							
012713 HILL'S PET NUTRITION	241232630	0	2022 5	INV	A	124.74 C-021522		FEED ANIMALS
012713 HILL'S PET NUTRITION	241297810	0	2022 5	INV	A	148.38 C-021522		FEED ANIMALS
012713 HILL'S PET NUTRITION	637020548	0	2022 5	INV	A	12.60 C-021522		FEED ANIMALS
						285.72		



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YEAR/PERIOD:	2022/1	TO	2022/5									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
				ACCOUNT TOTAL			285.72					
				ORG 511	TOTAL		318.24					
902				EXPENSE ACCOUNTS								
902	620700			CITY BEAUTIFICATION								
025438	CUSTOM PRODUCTS CORP	364211	22000082	2022	5	INV A	10,538.18	C-021522	CITY DIRECTIONAL SI			
				ACCOUNT TOTAL			10,538.18					
902	620750			LANDSCAPE GROUNDS MANICURE ROW								
028454	CHANDLERS LAWN SER	79302	0	2022	5	INV A	28,500.00	C-021522	LAWN MAINT. @ 8710			
028454	CHANDLERS LAWN SER	79325	0	2022	5	INV A	1,450.00	C-021522	LAWN MAINT. @ SPRIN			
							29,950.00					
				ACCOUNT TOTAL			29,950.00					
902	620902			FACILITIES MANAGEMENT								
000402	CURRY JANITORIAL SER	877363	0	2022	5	INV A	425.00	C-021522	FEBRUARY 2022 FBI O			
000469	TRI-STAR COMPANIES,	TC18067	0	2022	5	INV A	1,766.17	C-021522	HVAC SERVICE			
012714	IRON MOUNTAIN	GGXS577	0	2022	5	INV A	4,211.38	C-021522	SECURE STORAGE SERV			
016517	UPCHURCH SERVICES, L	187986	0	2022	5	INV A	1,588.65	C-021522	HVAC SERVICES			
018472	M2MANAGEMENT SOLUTIO	2776	0	2022	5	INV A	1,602.35	C-021522	FLEET TRACKING SYST			
018521	SOUTHERN TELECOMMUNI	1-27-2022	0	2022	5	INV A	294.62	C-021522	SOUTHERN TELECOMMUN			
028212	UNITED REFRIGERATION	201985575-001	0	2022	5	INV A	2,060.00	C-021522	HVAC			
028212	UNITED REFRIGERATION	82112327	0	2022	5	INV A	427.68	C-021522	HVAC			
028212	UNITED REFRIGERATION	82703674	0	2022	5	INV A	231.38	C-021522	HVAC			
							2,719.06					
032120	FACILITIES PREFORMAN	FPG-SOUTHAVNEN-0122	0	2022	5	INV A	6,565.57	C-021522	CLEANING SERVICES -			
035101	CUMMINS SALES	D2-58541	0	2022	5	INV A	578.03	C-021522	FACILITIES			
035101	CUMMINS SALES	D2-58580	0	2022	5	INV A	551.09	C-021522	FACILITIES			
							1,129.12					
				ACCOUNT TOTAL			20,301.92					
902	622100			PROFESSIONAL SERVICES								
000497	DESOTO COUNTY ELECTR	PAYAPP4	0	2022	5	INV A	3,551.10	C-021522	TCHULAHOMA & RASCO			
000497	DESOTO COUNTY ELECTR	PAYAPP5	0	2022	5	INV A	8,678.85	C-021522	TCHULAHOMA & RASCO			
							12,229.95					

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	018538 SIEMENS INDUSTRY	5330227185	0	2022 5	INV	A	4,730.25	C-021522	M & V AGREEMENT
	024871 WAGeworks	122-TR44884	0	2022 5	INV	A	218.93	C-021522	ADMIN FEES & ACTIVI
	035157 BPT STRATEGIES, LLC	1-31-2022	0	2022 5	INV	A	12,000.00	C-021522	PROFESSIONAL SERVIC
				ACCOUNT TOTAL			29,179.13		
902	625100			STREET IMPROVEMENT					
	000759 LEHMAN ROBERTS CO	16047-41	0	2022 5	INV	A	59,148.58	C-021522	PAYAPP 9 PAVING-CIT
	018221 CIVIL-LINK, LLC	75707	0	2022 5	INV	A	3,300.13	C-021522	CITY PAVEMENT PRESE
				ACCOUNT TOTAL			62,448.71		
902	625103			DRAINAGE MAINTENANCE					
	009591 TRI FIRMA	6302QB	0	2022 5	INV	A	1,252.89	C-021522	HWY 51 @ STATELINE
	009591 TRI FIRMA	6308QB	0	2022 5	INV	A	3,202.48	C-021522	WILBORN DRIVE - DRA
							4,455.37		
				ACCOUNT TOTAL			4,455.37		
902	625150			DRAINAGE IMPROVEMENT					
	018221 CIVIL-LINK, LLC	75705	0	2022 5	INV	A	9,135.06	C-021522	LCNOI EROSION CONTR
	018221 CIVIL-LINK, LLC	75708	0	2022 5	INV	A	1,259.88	C-021522	IMPROVEMENT SERVICE
							10,394.94		
				ACCOUNT TOTAL			10,394.94		
902	625500 1001			CAPITAL IMPROVEMENTS					
	001540 MURPHY & SONS, INC.	1-PAYAPP	0	2022 5	INV	A	804,107.55	C-021522	PAYAPP 1- AMPHITHEA
				ACCOUNT TOTAL			804,107.55		
				ORG 902	TOTAL		971,375.80		
904				LITIGATION					
	904 622100			PROFESSIONAL SERVICES					
	017086 BUTLER SNOW	10327958	0	2022 5	INV	A	25,000.00	C-021522	GENERAL SERVICES TH
				ACCOUNT TOTAL			25,000.00		
904	629100			CLAIMS PAYMENTS					
	011139 TRAVELERS	606765	0	2022 5	INV	A	16,943.27	C-021522	CLAIMS-K. WALKER, D
				ACCOUNT TOTAL			16,943.27		
				ORG 904	TOTAL		41,943.27		



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FUND 0010	GENERAL FUND			TOTAL:		1,411,409.41	
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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	625850									MEDLINE PEPPERCHASE
018221	CIVIL-LINK, LLC	75709	0	2022	5	INV A	21,210.30	C-021522		PEPPERCHASE DRIVE E
018221	CIVIL-LINK, LLC	PAYAPP1	0	2022	5	INV A	107,017.50	C-021522		PEPPERCHASE EXTENSI
							128,227.80			
							ACCOUNT TOTAL			128,227.80
711	640220									FIRE STATION 5
016177	A2H	51677	0	2022	5	INV A	3,528.28	C-021522		NEW FIRE STATION DE
							ACCOUNT TOTAL			3,528.28
711	640230									SNOWDEN TURF
032480	FIELDTURF USA INC	PAYAPP10	0	2022	4	INV A	139,661.99	C-021522		FIELD TURF CONVERSI
							ACCOUNT TOTAL			139,661.99
711	640965									GETWELL ROAD SOUTH 18
018221	CIVIL-LINK, LLC	75706	0	2022	5	INV A	8,491.98	C-021522		GETWELL ROAD WIDENI
							ACCOUNT TOTAL			8,491.98
							ORG 711			TOTAL
										279,910.05
=====										
	FUND 0100	BOND FUNDED CAP PROJ					TOTAL:			279,910.05
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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	626105			SPRINGFEST EXPENSE			
	014094 MAHAFFEY TENT COMPAN	F977	0	2022 5 INV A	18.93	C-021522	SPRINGFEST FINANCE
				ACCOUNT TOTAL	18.93		
				ORG 611 TOTAL	18.93		
=====							
	FUND 0240	TOURIST & CONVENTION		TOTAL:	18.93		
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YEAR/PERIOD:	2022/1	TO	2022/5								
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
0400											
0400	130700										
002257	CHAMBLISS BLDGRS INC	40135	0	2022	4	INV A	77.66	C-021522			
002879	LIFESTYLE HOME LLC	40137	0	2022	4	INV A	110.36	C-021522			
005625	KREUNEN CONST	40133	0	2022	4	INV A	51.80	C-021522			
005625	KREUNEN CONST	40140	0	2022	4	INV A	42.04	C-021522			
							93.84				
012064	CAMPBELL JASON	40104	0	2022	4	INV A	98.36	C-021522			
012774	ADAMS HOMES	40132	0	2022	4	INV A	110.36	C-021522			
021080	REGENCY HOME BUILDER	40139	0	2022	4	INV A	110.36	C-021522			
022569	M & R BUILDERS	40149	0	2022	4	INV A	71.32	C-021522			
022569	M & R BUILDERS	40150	0	2022	4	INV A	90.84	C-021522			
022569	M & R BUILDERS	40151	0	2022	4	INV A	95.72	C-021522			
022569	M & R BUILDERS	40152	0	2022	4	INV A	85.96	C-021522			
022569	M & R BUILDERS	40153	0	2022	4	INV A	98.36	C-021522			
022569	M & R BUILDERS	40154	0	2022	4	INV A	95.72	C-021522			
022569	M & R BUILDERS	40155	0	2022	4	INV A	81.08	C-021522			
022569	M & R BUILDERS	40156	0	2022	4	INV A	95.72	C-021522			
022569	M & R BUILDERS	40157	0	2022	4	INV A	95.72	C-021522			
022569	M & R BUILDERS	40158	0	2022	4	INV A	95.72	C-021522			
022569	M & R BUILDERS	40160	0	2022	4	INV A	98.36	C-021522			
022569	M & R BUILDERS	40161	0	2022	4	INV A	95.72	C-021522			
022569	M & R BUILDERS	40162	0	2022	4	INV A	98.36	C-021522			
022569	M & R BUILDERS	40163	0	2022	4	INV A	42.04	C-021522			
022569	M & R BUILDERS	40166	0	2022	4	INV A	95.72	C-021522			
022569	M & R BUILDERS	40167	0	2022	4	INV A	95.72	C-021522			
022569	M & R BUILDERS	40168	0	2022	4	INV A	90.84	C-021522			
022569	M & R BUILDERS	40169	0	2022	4	INV A	90.84	C-021522			
022569	M & R BUILDERS	40170	0	2022	4	INV A	103.13	C-021522			
022569	M & R BUILDERS	40171	0	2022	4	INV A	95.72	C-021522			
022569	M & R BUILDERS	40172	0	2022	4	INV A	95.72	C-021522			
022569	M & R BUILDERS	40173	0	2022	4	INV A	95.72	C-021522			
							2,004.05				
023124	JSS HOMES LLC	40141	0	2022	4	INV A	81.08	C-021522			
023544	GLOBAL LEADER HOMES	40138	0	2022	4	INV A	110.36	C-021522			
031625	OLITAN REMEJANE	40129	0	2022	4	INV A	66.84	C-021522			
032335	NGUYEN DINH	40174	0	2022	4	INV A	98.36	C-021522			
034210	MYND MANAGEMENT INC	40146	0	2022	4	INV A	98.36	C-021522			

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YEAR/PERIOD: 2022/1	TO 2022/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
034210 MYND MANAGEMENT INC	40147	0	2022 4	INV	A	59.18	C-021522			
034210 MYND MANAGEMENT INC	40148	0	2022 4	INV	A	71.72	C-021522			
034210 MYND MANAGEMENT INC	40159	0	2022 4	INV	A	71.72	C-021522			
						300.98				
034366 RS RENTAL I	40145	0	2022 4	INV	A	71.72	C-021522			
035112 FRANKS TAYLOR	40103	0	2022 4	INV	A	25.56	C-021522			
035113 KING JUSTIN	40105	0	2022 4	INV	A	98.36	C-021522			
035114 WILLIAMS CLIFFORD	40106	0	2022 4	INV	A	34.26	C-021522			
035115 MOATES ANNA	40107	0	2022 4	INV	A	10.92	C-021522			
035116 O'NEAL DALTON	40108	0	2022 4	INV	A	2.04	C-021522			
035117 PAYNE KATHERINE	40109	0	2022 4	INV	A	21.69	C-021522			
035118 SPIKES BIRUNGI	40110	0	2022 4	INV	A	69.08	C-021522			
035119 BENNETT JEREMY	40111	0	2022 4	INV	A	93.48	C-021522			
035120 BENNETT NORMAN	40112	0	2022 4	INV	A	34.44	C-021522			
035121 KEATH SUSAN	40113	0	2022 4	INV	A	66.84	C-021522			
035122 ALLEN SHEMIEKA	40114	0	2022 4	INV	A	37.56	C-021522			
035123 KERR TAMMY	40115	0	2022 4	INV	A	93.48	C-021522			
035124 VANDELAY DEVELOPMENT	40116	0	2022 4	INV	A	37.16	C-021522			
035125 MCGREGOR JOE	40117	0	2022 4	INV	A	71.72	C-021522			
035126 MOFFETT MYRA ANN	40118	0	2022 4	INV	A	23.36	C-021522			
035127 GITTER MELODY	40119	0	2022 4	INV	A	50.00	C-021522			
035128 HENDERSON DUANE & CA	40120	0	2022 4	INV	A	71.72	C-021522			
035129 KACHOURI MOHAMED & B	40121	0	2022 4	INV	A	50.00	C-021522			
035130 CONFER DAVID	40122	0	2022 4	INV	A	55.72	C-021522			
035131 BURNETT LINDA	40123	0	2022 4	INV	A	71.72	C-021522			
035132 SECRETBOX INTIMATE A	40124	0	2022 4	INV	A	18.08	C-021522			
035133 HANNAH APRIL	40125	0	2022 4	INV	A	70.84	C-021522			

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YEAR/PERIOD: 2022/1 ACCOUNT/VENDOR	TO 2022/5 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
035134 SMITH CONTRELL	40126	0	2022 4	INV	A	98.36	C-021522	
035135 HOLMES INDIA	40127	0	2022 4	INV	A	98.36	C-021522	
035136 JACKSON MICHAEL	40128	0	2022 4	INV	A	31.32	C-021522	
035137 HOLLEY ADAM	40130	0	2022 4	INV	A	98.36	C-021522	
035138 SWAZER THOMAS	40131	0	2022 4	INV	A	71.72	C-021522	
035139 ARGOTSINGER ANDREW	40134	0	2022 4	INV	A	47.32	C-021522	
035140 DALE HAILEE	40136	0	2022 4	INV	A	98.36	C-021522	
035141 ALOMARI RASHARD	40142	0	2022 4	INV	A	45.08	C-021522	
035142 GOODWIN GAGE	40143	0	2022 4	INV	A	98.36	C-021522	
035143 BERGLOFF JESSICA	40144	0	2022 4	INV	A	10.92	C-021522	
035144 NEGRI ANNE	40164	0	2022 4	INV	A	98.36	C-021522	
035145 HICKORY FARMS	40165	0	2022 4	INV	A	132.23	C-021522	
035146 TOWNSEND KEITH	40175	0	2022 4	INV	A	98.36	C-021522	
ACCOUNT TOTAL						5,469.47		
0400 211400								
010365 NESBIT WATER	2-01-22	0	2022 5	INV	A	3,096.00	C-021522	1-1-22 THRU 1-31-22
ACCOUNT TOTAL						3,096.00		
ORG 0400 TOTAL						8,565.47		
811								
811 650905								
004646 DESOTO COUNTY REGION 2645		0	2022 5	INV	A	75,935.08	C-021522	FEB 2022 SEWER CHAR
ACCOUNT TOTAL						75,935.08		
811 651400								
004646 DESOTO COUNTY REGION 1-31-22		0	2022 5	INV	A	15,300.00	C-021522	COLLECTED SEWER FEE
ACCOUNT TOTAL						15,300.00		
811 651500								
004646 DESOTO COUNTY REGION 1-31-22		0	2022 5	INV	A	34,500.00	C-021522	COLLECTED SEWER FEE
ACCOUNT TOTAL						34,500.00		
ORG 811 TOTAL						125,735.08		



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YEAR/PERIOD:	2022/1	TO	2022/5									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
815				UTILITY CAPITAL IMPROVEMENTS								
815	625300			EXTENSION & OTHER IMPROVEMENTS								
001540	MURPHY & SONS, INC.	PAY-APP-2	0	2022	5	INV A	34,086.00	C-021522	SOUTHAVEN UTILITY C			
018221	CIVIL-LINK, LLC	75713	0	2022	5	INV A	3,487.17	C-021522	UTILITY MAPPING & S			
018221	CIVIL-LINK, LLC	75714	0	2022	5	INV A	2,196.16	C-021522	RAIL ROAD CROSSING			
018221	CIVIL-LINK, LLC	75715	0	2022	5	INV A	15,890.52	C-021522	STARLANDING WATER S			
018221	CIVIL-LINK, LLC	75716	0	2022	5	INV A	15,993.01	C-021522	STARLANDING TREATME			
018221	CIVIL-LINK, LLC	75717	0	2022	5	INV A	16,309.66	C-021522	CITY AMR CONVERSION			
							53,876.52					
				ACCOUNT TOTAL			87,962.52					
815	625300 1550			EXTENSION/OTHER IMPV'S								
007766	CENTRAL PIPE SUPPLY,	S100282535	0	2022	5	INV A	2,061.00	C-021522	2" TURBO METER			
				ACCOUNT TOTAL			2,061.00					
815	625305			SANITARY SEWER EXTENSION								
018221	CIVIL-LINK, LLC	75712	0	2022	5	INV A	362.40	C-021522	SANITARY SEWER SERV			
				ACCOUNT TOTAL			362.40					
				ORG 815	TOTAL		90,385.92					
820				UTILITY ADMINISTRATIVE EXPENSE								
820	626500			PRINTING								
006685	DEX IMAGING	AR7297168	0	2022	5	INV A	48.85	C-021522	MP212296-COPIER WAT			
006685	DEX IMAGING	AR7311035	0	2022	5	INV A	1.83	C-021522	MP8773 COPIER @ CH			
							50.68					
				ACCOUNT TOTAL			50.68					
				ORG 820	TOTAL		50.68					
825				UTILITY MAINTENANCE EXPENSES								
825	611000			MATERIALS								
000223	CROW'S TRUCK SERVICE	X101098498	0	2022	5	INV A	13.64	C-021522	HOSE & CLAMP			
000354	METER SERVICE AND SU	25993	0	2022	5	INV A	26.00	C-021522	BUSHINGS			
000354	METER SERVICE AND SU	26011	0	2022	5	INV A	740.00	C-021522	6 " COUPLINGS			
000354	METER SERVICE AND SU	26064	0	2022	5	INV A	218.00	C-021522	SADDLES FOR WATER T			
							984.00					
000551	USA BLUEBOOK	713549	0	2022	5	INV A	3,584.67	C-021522	CHEMICAL PUMPS & SU			
000551	USA BLUEBOOK	716547	0	2022	5	INV A	1,609.10	C-021522	CHEMICAL PUMPS & SU			
000551	USA BLUEBOOK	724868	0	2022	5	INV A	2,085.90	C-021522	FIRE HYDRANT METER			
000551	USA BLUEBOOK	730897	0	2022	5	INV A	3,743.47	C-021522	TAP KITS & MISC TOO			

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	000551 USA BLUEBOOK	735584	0	2022	5	INV A	1,535.01	C-021522	CHEMICAL PUMPS & SU
	000551 USA BLUEBOOK	740004	0	2022	5	INV A	494.10	C-021522	CHEMICAL TEST KIT P
	000551 USA BLUEBOOK	741486	0	2022	5	INV A	831.43	C-021522	CHEMICAL PUMPS & SU
	000551 USA BLUEBOOK	749250	0	2022	5	INV A	434.60	C-021522	CHLORINE TESTING SU
	000551 USA BLUEBOOK	750540	0	2022	5	INV A	43.81	C-021522	WATER CHEMICAL TEST
	000551 USA BLUEBOOK	752050	0	2022	5	INV A	1,097.61	C-021522	CHEMICAL TESTING KI
	000551 USA BLUEBOOK	754828	0	2022	5	INV A	510.00	C-021522	FLUORIDE TESTING SU
	000551 USA BLUEBOOK	763775	0	2022	5	INV A	323.90	C-021522	CHLORINE SENSOR
							16,293.60		
	000650 G & W DIESEL SERVICE	378355	0	2022	5	INV A	175.00	C-021522	LUGS/FUSE HOLDER
	000687 SOUTHERN PIPE & SUPP	6255728	0	2022	5	INV A	36.84	C-021522	PVC BEND AND CAP
	001320 MARTIN MACHINE WORKS	1535	0	2022	5	INV A	320.00	C-021522	COUPLINGS
	002869 VULCAN MATERIALS	51106499	0	2022	5	INV A	2,975.54	C-021522	LIMESTONE
	007304 O'REILLYS AUTO PARTS	1257-161305	0	2022	5	INV A	59.90	C-021522	BATT, CABLE, OIL &
	007304 O'REILLYS AUTO PARTS	1257-163570	0	2022	5	INV A	64.99	C-021522	POWER INVERTER
	007304 O'REILLYS AUTO PARTS	1257-165402	0	2022	5	INV A	131.98	C-021522	RAMPS FOR WHITWORTH
	007304 O'REILLYS AUTO PARTS	1257-166210	0	2022	5	INV A	24.97	C-021522	LIGHT CABLE
	007304 O'REILLYS AUTO PARTS	1257-166331	0	2022	5	INV A	71.88	C-021522	ANTIFREEZE
	007304 O'REILLYS AUTO PARTS	1257-166397	0	2022	5	INV A	69.97	C-021522	CONNECTOR & CORD FO
	007304 O'REILLYS AUTO PARTS	1791-176809	0	2022	5	INV A	7.99	C-021522	BONNET FOR FIRE HYD
							431.68		
	008561 S & H SMALL ENGINES	68432	0	2022	5	INV A	38.00	C-021522	COVER CLEANER FOR C
	008561 S & H SMALL ENGINES	68469	0	2022	5	INV A	796.55	C-021522	CHAINSAW
							834.55		
	027972 MID SOUTH SEPTIC LLC	49715	0	2022	5	INV A	190.00	C-021522	WING NUT KITS FOR S
							ACCOUNT TOTAL		22,254.85
825	611100						CHEMICALS		
	001146 IDEAL CHEMICAL	268630	0	2022	5	INV A	2,399.50	C-021522	CHEMICALS FOR GETWE
	001146 IDEAL CHEMICAL	268631	0	2022	5	INV A	3,087.50	C-021522	CHEMICALS FOR COLLE
	001146 IDEAL CHEMICAL	268658	0	2022	5	INV A	3,087.50	C-021522	CHEMICALS FOR GREEN
							8,574.50		
							ACCOUNT TOTAL		8,574.50
825	611300						MAINTENANCE VEHICLES		
	000887 JIMMY GRAY CHEVROLET	395875	0	2022	5	INV A	268.67	C-021522	ROUTINE MAINT. TRUC
	000887 JIMMY GRAY CHEVROLET	396091	0	2022	5	INV A	1,409.63	C-021522	REPAIRS TO TRUCK #8
							1,678.30		

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	007304 O'REILLYS AUTO PARTS	1257-165202	0	2022	5	INV A	101.11	C-021522	BULBS FOR TRUCK #81
	013654 GATEWAY TIRE &	1008-140272	0	2022	5	INV A	129.95	C-021522	ALIGNMENT FOR TRUCK
				ACCOUNT TOTAL			1,909.36		
825	612200			MAINTENANCE EQUIPMENT & BUILD					
	000223 CROW'S TRUCK SERVICE	R101019797	0	2022	5	INV A	927.54	C-021522	REPAIRS TO DUMP TRU
	000715 THOMPSON MACHINERY	W0310080889	0	2022	5	INV A	323.50	C-021522	REPAIRS TO TRANSFER
				ACCOUNT TOTAL			1,251.04		
825	614000			FUEL & OIL					
	025130 BULLFROG MART LLC	1018901	0	2022	5	INV A	57.93	C-021522	FUEL (NON-ETHENOL)
				ACCOUNT TOTAL			57.93		
825	622100			PROFESSIONAL SERVICES					
	000379 HERNDON ELECTRIC	9983	0	2022	5	INV A	2,000.00	C-021522	REPAIRS TO ELECTRIC
	018221 CIVIL-LINK, LLC	75711	0	2022	5	INV A	1,625.00	C-021522	UTILITIES RPR
	032345 ISI WATER COMPANY	4	0	2022	5	INV A	27,996.54	C-021522	SEPT. 21 THRU JAN.
				ACCOUNT TOTAL			31,621.54		
825	624500			LICENSES & MISCELLANEOUS FEES					
	019580 NAVIGATION ELECTRONI	83986	0	2022	5	INV A	2,100.00	C-021522	SOFTWARE RENEWAL
				ACCOUNT TOTAL			2,100.00		
				ORG 825	TOTAL		67,769.22		
=====									
	FUND 0400 UTILITY FUND			TOTAL:			292,506.37		
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YEAR/PERIOD: 2022/1 TO 2022/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
850									
850	622100								
005430	CASCADE ENGINEERING 30552168	0	2022	5	INV A	1,315.00	C-021522	CART LIDS	
007500	SWEEPING CORPORATION SCA007024	0	2022	5	INV A	27,322.34	C-021522	SWEEPING SERVICE PE	
007500	SWEEPING CORPORATION SCA007204	0	2022	5	INV A	13,442.62	C-021522	SWEEPING SERVICE PE	
						40,764.96			
008127	WASTE CONNECTIONS OF 6010-10-21-001	0	2022	5	INV A	221,052.54	C-021522	#1138210-0001/OCTOB	
008127	WASTE CONNECTIONS OF 6472037	0	2022	4	INV A	881.32	C-021522	#6010-1151186/7360	
008127	WASTE CONNECTIONS OF 6490099W010	0	2022	5	INV A	528.38	C-021522	#6010-1032760-001-8	
008127	WASTE CONNECTIONS OF 6490156W010	0	2022	5	INV A	219.31	C-021522	6010-1034234-8554 N	
008127	WASTE CONNECTIONS OF 6491301W010	0	2022	5	INV A	246.95	C-021522	#6010-1122820/8191	
008127	WASTE CONNECTIONS OF 6492591W010	0	2022	5	INV A	13.77	C-021522	6010-1142267-7320 H	
						222,942.27			
						ACCOUNT TOTAL			265,022.23
						ORG 850		TOTAL	265,022.23
=====									
FUND 0450 SANITATION FUND						TOTAL:			265,022.23
=====									

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YEAR/PERIOD: 2022/1 ACCOUNT/VENDOR	TO 2022/5 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
145			DEPARTMENT OF FINANCE & ADMIN			
145 600100			SALARIES-ADMINISTRATION			
034863 COX LUTISHA H	2-2-2022	0	2022 5 INV P	56.33 D-021522	191618	PAYROLL SHORTAGE/MA
			ACCOUNT TOTAL	56.33		
			ORG 145 TOTAL	56.33		
211			POLICE DEPARTMENT			
211 600100			SALARIES-ADMINISTRATION			
020723 KJELLIN WILLIAM	2-2-2022	0	2022 5 INV P	112.63 D-021522	191619	PAYROLL SHORTAGE/MA
			ACCOUNT TOTAL	112.63		
211 622100			PROFESSIONAL SERVICES			
030534 DATAFACTS	163561	0	2022 5 INV P	66.00 D-021522	191617	EMPLOYEE BACKGROUND
			ACCOUNT TOTAL	66.00		
211 625700			TELEPHONE & POSTAGE			
001167 AT&T MOBILITY	7424-012722	0	2022 5 INV P	4,459.74 D-021522	191626	287288007424-PD CEL
001167 AT&T MOBILITY	7424-122721	0	2022 5 INV P	4,544.86 D-021522	191610	287288007424-SPD CE
				9,004.60		
031448 AT&T	3350-011822	0	2022 5 INV P	53.50 D-021522	191609	303363350 - WEST PH
			ACCOUNT TOTAL	9,058.10		
211 626000			UTILITIES			
000966 ENTERGY	35007095806	0	2022 5 INV P	11.57 D-021522	191622	167750488 - 2719 BR
001145 ATMOS ENERGY	4805-012522	0	2022 5 INV P	761.29 D-021522	191621	4029104805 - 7320 H
001145 ATMOS ENERGY	6621-012422	0	2022 5 INV P	126.49 D-021522	191611	3020696621 - 6450 G
				887.78		
			ACCOUNT TOTAL	899.35		
211 630400			MACHINERY & EQUIPMENT			
013136 AT&T	1878-012322	0	2022 5 INV P	8,036.00 D-021522	191625	662 M10-7046 001 18
			ACCOUNT TOTAL	8,036.00		
			ORG 211 TOTAL	18,172.08		
290			FIRE DEPARTMENT			
290 622100			PROFESSIONAL SERVICES			
030534 DATAFACTS	163561	0	2022 5 INV P	19.00 D-021522	191617	EMPLOYEE BACKGROUND
			ACCOUNT TOTAL	19.00		



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YEAR/PERIOD:	2022/1	TO	2022/5									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
290	625700			TELEPHONE & POSTAGE								
001167	AT&T MOBILITY	3065-012722	0	2022	5	INV P	2,038.56	D-021522	191631 287288053065 - FIRE			
030081	GC PIVOTAL LLC	INV5659839	0	2022	4	INV P	199.11	D-021522	191399 #279776 - PHONES @			
030081	GC PIVOTAL LLC	INV5761950	0	2022	4	INV P	68.14	D-021522	191399 #279025 - PHONES @			
030081	GC PIVOTAL LLC	INV5768926	0	2022	4	INV P	462.66	D-021522	191399 #279776 - PHONES @			
030081	GC PIVOTAL LLC	INV5862927	0	2022	4	INV P	67.66	D-021522	191399 #279025 - PHONES @			
030081	GC PIVOTAL LLC	INV5879040	0	2022	4	INV P	226.12	D-021522	191399 #279776 - PHONES @			
							1,023.69					
				ACCOUNT TOTAL			3,062.25					
290	626000			UTILITIES								
001145	ATMOS ENERGY	1390-012022	0	2022	5	INV P	1,568.89	D-021522	191611 3020521390 - 6050 E			
001145	ATMOS ENERGY	4569-012422	0	2022	5	INV P	1,291.34	D-021522	191611 3020654569 - 6450 G			
							2,860.23					
				ACCOUNT TOTAL			2,860.23					
				ORG 290	TOTAL		5,941.48					
311				PUBLIC WORKS DEPARTMENT								
311	626000			UTILITIES								
001145	ATMOS ENERGY	6196-012522	0	2022	5	INV P	1,808.75	D-021522	191621 3016966196 - 5813 P			
001145	ATMOS ENERGY	6445-012522	0	2022	5	INV P	2,142.20	D-021522	191621 3016966445 - 5813 P			
001145	ATMOS ENERGY	6721-012522	0	2022	5	INV P	1,585.76	D-021522	191621 3016966721 - 5813 P			
							5,536.71					
001388	HORN LAKE WATER ASSO	13122	0	2022	5	INV P	360.01	D-021522	191623 PW DEPT. 5813 PEPPE			
				ACCOUNT TOTAL			5,896.72					
				ORG 311	TOTAL		5,896.72					
315				CITY TRAFFIC AND STREETS LIGHT								
315	626000			UTILITIES								
000966	ENTERGY	10015993005	0	2022	5	INV P	7.56	D-021522	191622 31166523 - 1200 BRO			
000966	ENTERGY	165006460769	0	2022	5	INV P	20.89	D-021522	191622 17624495 - 3005 STA			
000966	ENTERGY	185006583431	0	2022	5	INV P	61.97	D-021522	191622 160129912 - HIGHWAY			
000966	ENTERGY	20008159856	0	2022	5	INV P	45.07	D-021522	191622 79896114 - 984 STAT			
000966	ENTERGY	210004927652	0	2022	5	INV P	195.84	D-021522	191614 100253780 - GOODMAN			
000966	ENTERGY	225006053796	0	2022	5	INV P	36.67	D-021522	191614 68134634 - NORTHWBS			
000966	ENTERGY	225006053797	0	2022	5	INV P	67.72	D-021522	191622 68135326 - STATE LI			
000966	ENTERGY	240005050667	0	2022	5	INV P	21.52	D-021522	191628 129563102 - 426 STA			
000966	ENTERGY	275005613569	0	2022	5	INV P	373.84	D-021522	191622 119287241 - 1855 FI			
000966	ENTERGY	290005107652	0	2022	5	INV P	271.56	D-021522	191622 42493999 - 8191 TUL			
000966	ENTERGY	290005110313	0	2022	5	INV P	108.75	D-021522	191614 19041425 - GOODMAN			
000966	ENTERGY	300003582012	0	2022	5	INV P	24.01	D-021522	191614 50881416 - 4005 STA			
000966	ENTERGY	335004984775	0	2022	5	INV P	108.75	D-021522	191614 16330888 - GOODMAN			

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YEAR/PERIOD: 2022/1 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	000966 ENTERGY	380003551810	0	2022	5	INV P	31.51 D-021522	191622	149789885 - MISSISS
	000966 ENTERGY	65006907745	0	2022	5	INV P	17.12 D-021522	191622	18054445 - 8777 WHI
							1,392.78		
	001105 NORTHCENTRAL ELECTRI	7002-012722	0	2022	5	INV P	283.73 D-021522	191624	59247002 - MALONE R
	001105 NORTHCENTRAL ELECTRI	7009-012722	0	2022	5	INV P	153.45 D-021522	191624	59247009 - 3750 FRE
	001105 NORTHCENTRAL ELECTRI	7012-012722	0	2022	5	INV P	774.19 D-021522	191624	59247012 - 3750 FRE
	001105 NORTHCENTRAL ELECTRI	7013-012722	0	2022	5	INV P	27.18 D-021522	191624	59247013 - 3750 FRE
	001105 NORTHCENTRAL ELECTRI	7017-020222	0	2022	5	INV P	27.54 D-021522	191636	59247017 - STATELIN
	001105 NORTHCENTRAL ELECTRI	7018-012722	0	2022	5	INV P	27.31 D-021522	191624	59247018 - GOODMAN
							1,293.40		
							ACCOUNT TOTAL		2,686.18
							ORG 315 TOTAL		2,686.18
411									PARKS DEPARTMENT
411	622100								PROFESSIONAL SERVICES
	035155 ENTERGY MISSISSIPPI	7002813	0	2022	5	INV P	7,453.00 D-021522	191629	#1014014-TRANSFORME
	035155 ENTERGY MISSISSIPPI	7002816	0	2022	5	INV P	5,353.00 D-021522	191629	#1014014-TRANSFORME
	035155 ENTERGY MISSISSIPPI	7002817	0	2022	5	INV P	8,483.50 D-021522	191629	#1014014-TRANSFORME
							21,289.50		
							ACCOUNT TOTAL		21,289.50
411	626000								UTILITIES
	000966 ENTERGY	195006532273	0	2022	5	INV P	218.53 D-021522	191622	19046929 - 1978 STA
	000966 ENTERGY	340003530792	0	2022	5	INV P	22.57 D-021522	191614	16836454 - 4700 STA
	000966 ENTERGY	340003530793	0	2022	5	INV P	1,125.54 D-021522	191614	16838229 - 4700 STA
							1,366.64		
	001105 NORTHCENTRAL ELECTRI	7015-012722	0	2022	5	INV P	26.95 D-021522	191624	59247015 - 3656 PIN
	001105 NORTHCENTRAL ELECTRI	7016-012722	0	2022	5	INV P	369.21 D-021522	191624	59247016 - 3656 PIN
							396.16		
	001145 ATMOS ENERGY	3332-012722	0	2022	5	INV P	9,241.32 D-021522	191627	3015253332 - 7360 H
	001145 ATMOS ENERGY	3727-012722	0	2022	5	INV P	20.36 D-021522	191621	4010573727 - 800 ST
	001145 ATMOS ENERGY	6459-012422	0	2022	5	INV P	3,611.03 D-021522	191621	3015476459 - 3335 P
	001145 ATMOS ENERGY	6619-012422	0	2022	5	INV P	247.89 D-021522	191621	3015476619 - 6275 S
	001145 ATMOS ENERGY	7003-012422	0	2022	5	INV P	853.65 D-021522	191621	4039367003 - 3656 P
	001145 ATMOS ENERGY	8239-012422	0	2022	5	INV P	526.25 D-021522	191611	3015018239 - 6070 S
							14,500.50		
	013136 AT&T	1875-012822	0	2022	5	INV P	43.93 D-021522	191620	662 280-0258 535 18
	016529 DIRECTV	21298039X220129	0	2022	5	INV P	190.44 D-021522	191633	#021298039 - TENNIS



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-021522

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YEAR/PERIOD: 2022/1 TO 2022/5
ACCOUNT/VENDOR INVOICE

PO

YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

ACCOUNT TOTAL 16,497.67

ORG 411 TOTAL 37,787.17

EXPENSE ACCOUNTS

902
902

620902

FACILITIES MANAGEMENT

000966	ENTERGY	170005390275	0	2022	5	INV P	17.89	D-021522	191614	110165339 - 5730 ST
000966	ENTERGY	340003530791	0	2022	5	INV P	21.65	D-021522	191614	16832636 - 4085 STA

39.54

001105	NORTHCENTRAL ELECTRI	7010-012722	0	2022	5	INV P	885.32	D-021522	191624	59247010 - 3750 FRE
001145	ATMOS ENERGY	1048-012522	0	2022	5	INV P	1,318.09	D-021522	191621	4045331048 - 7312 H
001145	ATMOS ENERGY	4408-020222	0	2022	5	INV P	959.36	D-021522	191632	3018864408 - 8889 N
001145	ATMOS ENERGY	7730-020322	0	2022	5	INV P	490.99	D-021522	191632	3015017730 - 1320 B
001145	ATMOS ENERGY	7945-020222	0	2022	5	INV P	2,446.88	D-021522	191632	3015017945 - 8710 N

5,215.32

013136 AT&T 41875-012822 0 2022 5 INV P 34.90 D-021522 191630 662 342-7078 304 18

ACCOUNT TOTAL 6,175.08

ORG 902 TOTAL 6,175.08

FUND 0010 GENERAL FUND

TOTAL: 76,715.04



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-021522

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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	640220		FIRE STATION 5					
033948	LEGACY CONSTRUCTION	PAYAPP6	2022 5 INV P	132,052.84	D-021522	191635 SOUTHAVEN FIRE STAT		
			ACCOUNT TOTAL	132,052.84				
711	640965		GETWELL ROAD SOUTH 18					
002333	BARRY BRIDGFORTH	2-1-2022	2022 5 INV P	3,780.00	D-021522	191612 GETWELL ROAD PARCEL		
035148	DICKENS, LLC	2-1-2022	2022 5 INV P	11,706.00	D-021522	191613 GETWELL ROAD PARCEL		
035149	FRAZIER PROPERTIES	2-1-2022	2022 5 INV P	22,396.00	D-021522	191615 GETWELL ROAD PARCEL		
035150	M.E. BRIDGFORTH	2-1-2022	2022 5 INV P	4,185.00	D-021522	191616 GETWELL ROAD PARCEL		
			ACCOUNT TOTAL	42,067.00				
			ORG 711	TOTAL		174,119.84		
=====								
FUND 0100 BOND FUNDED CAP PROJ				TOTAL:		174,119.84		
=====								

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-021522

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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	506400			WATER SALES								
026680	SKY LAKE CONSTRUCTIO	2-09-2022	0	2022	5	INV P	110.36	D-021522	191637 8761 CLARK AVE-DEPO			
026680	SKY LAKE CONSTRUCTIO	2-09-22	0	2022	5	INV P	105.48	D-021522	191637 3701 CARDINES WAY-D			
026680	SKY LAKE CONSTRUCTIO	2-9-2022	0	2022	5	INV P	110.36	D-021522	191637 2761 DARLEN ST-DEPO			
026680	SKY LAKE CONSTRUCTIO	2-9-22	0	2022	5	INV P	110.36	D-021522	191637 3729 CAROLINES WAY-			
026680	SKY LAKE CONSTRUCTIO	FEB-9-2022	0	2022	5	INV P	66.44	D-021522	191637 3843 WINDOVER RD-DE			
							503.00					
				ACCOUNT TOTAL			503.00					
				ORG 0400 TOTAL			503.00					
825				UTILITY MAINTENANCE EXPENSES								
825	622100			PROFESSIONAL SERVICES								
030534	DATAFACTS	163561	0	2022	5	INV P	27.00	D-021522	191617 EMPLOYEE BACKGROUND			
				ACCOUNT TOTAL			27.00					
825	625700			TELEPHONE & POSTAGE								
001167	AT&T MOBILITY	4319-012722	0	2022	5	INV P	1,207.77	D-021522	191631 287309584319 - CRAD			
001167	AT&T MOBILITY	7424-012722	0	2022	5	INV P	88.46	D-021522	191626 287288007424-PD CEL			
001167	AT&T MOBILITY	7424-122721	0	2022	5	INV P	86.46	D-021522	191610 287288007424-SPD CB			
							1,382.69					
				ACCOUNT TOTAL			1,382.69					
825	626000			UTILITIES								
000966	ENTERGY	100005584912	0	2022	5	INV P	17.79	D-021522	191634 16292922 - 8779 WHI			
000966	ENTERGY	125006577069	0	2022	5	INV P	11.45	D-021522	191634 112498183 - 1395 PL			
000966	ENTERGY	195006532274	0	2022	5	INV P	12.84	D-021522	191634 19047166 - 1281 BRO			
000966	ENTERGY	2024381828	0	2022	5	INV P	686.60	D-021522	191634 16293136 - 8779 WHI			
000966	ENTERGY	55006970403	0	2022	5	INV P	98.58	D-021522	191634 16835233 - TOWN & C			
000966	ENTERGY	55006970404	0	2022	5	INV P	20.51	D-021522	191634 16839508 - 8989 STA			
							847.77					
001105	NORTHCENTRAL ELECTRI	7001-012722	0	2022	5	INV P	73.41	D-021522	191636 59247001 - 3541 GOO			
001105	NORTHCENTRAL ELECTRI	7007-020222	0	2022	5	INV P	217.70	D-021522	191636 59247007 - 5714 RIV			
001105	NORTHCENTRAL ELECTRI	7011-012722	0	2022	5	INV P	31.25	D-021522	191636 59247001 - 4105 GOO			
							322.36					
001145	ATMOS ENERGY	1654-012522	0	2022	5	INV P	21.26	D-021522	191632 4012381654 - 53 WOO			
001145	ATMOS ENERGY	4023-020322	0	2022	5	INV P	166.38	D-021522	191632 4009764023 - 8779 W			
001145	ATMOS ENERGY	5862-012422	0	2022	5	INV P	20.36	D-021522	191632 4024565862 - 8182 G			
							208.00					



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET D-021522

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YEAR/PERIOD: 2022/1 TO 2022/5 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
			ACCOUNT TOTAL		1,378.13	
		ORG 825	TOTAL		2,787.82	
=====						
FUND 0400 UTILITY FUND			TOTAL:		3,290.82	
=====						

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET W-021522

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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	211300			SALES TAX PAYABLE			
	001176 MS DEPT OF REVENUE	40177	0	2022 5 DIR P	241.45 W-021522	56995	JANUARY 2022 SALES
				ACCOUNT TOTAL	241.45		
				ORG 0010 TOTAL	241.45		
=====							
	FUND 0010	GENERAL FUND		TOTAL:	241.45		
=====							



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET W-021522

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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	211300			SALES TAX PAYABLE			
	001176 MS DEPT OF REVENUE	2-3-22	0	2022 5 DIR P	7,588.21 W-021522	56994	JANUARY 2022 SALES
				ACCOUNT TOTAL	7,588.21		
				ORG 0400 TOTAL	7,588.21		
=====							
	FUND 0400 UTILITY FUND			TOTAL:	7,588.21		
=====							



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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET W-021522

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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	214100			MS STATE RETIREMENT			
	002313	MS STATE RETIREMENT	1-31-2022	2022 4 DIR P	518,179.91	W-021522	56990 JANUARY 2022 PAYROL
				ACCOUNT TOTAL	518,179.91		
0600	214900			DEFERRED COMPENSATION			
	002311	EMPOWER RETIREMENT	967697434	2022 4 DIR P	6,234.72	W-021522	56991 JAN. 28, 2022 PAYRO
	002311	EMPOWER RETIREMENT	969442757	2022 5 DIR P	3,443.50	W-021522	56993 FEB. 4, 2022 PAYROL
					9,678.22		
				ACCOUNT TOTAL	9,678.22		
0600	215101			CAF-PRETAX MEDICAL			
	022644	CORPORATE PLANNING	2-2-2022	2022 5 DIR P	5,004.00	W-021522	56992 FEBRUARY 4, 2022 FS
	022644	CORPORATE PLANNING	2-9-2022	2022 5 DIR P	1,406.62	W-021522	56997 FEBRUARY 11, 2022-F
					6,410.62		
				ACCOUNT TOTAL	6,410.62		
0600	216100			SHORT TERM DISABILITY			
	035154	COLONIAL LIFE	57505750107792	2022 5 DIR P	4,030.30	W-021522	56996 EMP. SHORT TERM DIS
				ACCOUNT TOTAL	4,030.30		
				ORG 0600 TOTAL	538,299.05		
=====							
	FUND 0600	PAYROLL FUND		TOTAL:	538,299.05		
=====							

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The City of Southaven Docket Recap

February 15, 2022

Special Docket

General Fund		-
	Fire	-
	Ems	-
	Public Works	-
	Parks	-
	Facilities Management	-
Tourist & Convention		-
Payroll Fund		17,126.90
SPECIAL DOCKET TOTAL		17,126.90

*Note: Life Insurance Company of North America (Cigna)

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CITY OF SOUTHAVEN
FY 2022 CLAIMS DOCKET S-021522

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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	216108			VOLUNTARY LIFE INSURANCE			
	022642	LIFE INSURANCE COMPA JAN2022-LIFE	0	2022 4 DIR P	17,126.90	S-021522	56989 EMPLOYEE LIFE INS.
				ACCOUNT TOTAL	17,126.90		
				ORG 0600 TOTAL	17,126.90		
=====							
	FUND 0600	PAYROLL FUND		TOTAL:	17,126.90		
=====							

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19.

Executive Session

SPD Personnel; Land Acquisition for
Getwell Road Widening; Litigation
regarding SPD and Infrastructure; City-
wide Personnel; Economic Development