



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
January 7, 2025
6:00 PM
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval of Minutes: December 17, 2024**
- 5. Contract with Comcast for SPD**
- 6. Approval of Final Summary Change Order for Traffic Signal Improvements Project**
- 7. Award of Contract for Cherry Valley Park Pump Track and Skate Park**
- 8. Agreements with JPMorgan Chase and Ticketmaster**
- 9. Approval of Engagement for Continuing Resolution**
- 10. Planning Agenda**
- 11. Mayor's Report**
- 12. Donation Docket**
- 13. Personnel Docket**
- 14. City Attorney's Legal Update**
- 15. Utilities Billing Leak Adjustment Docket**
- 16. Claims Docket**
- 17. Executive Session: Litigation/Claims by and against the City involving City Infrastructure, SPD, SFD; Economic Development; Interdepartmental Personnel with No Action**

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

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
December 17, 2024
6:00 PM
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval of Minutes: December 3, 2024
5. Legislative Update, State Representative Rodney Hall
6. Getwell Widening MOU (Star Landing to Lester)
7. Amendment to SPD Wrecker Policy
8. Resolution for Firearm Surplus for Lt. Jamie Russell
9. Agreement with Dizzy Dean
10. Award of Bids for SPD Uniforms
11. Award of Chemicals Contract for Utilities Dept.
12. Authorization for Utilities Dept. to Execute Tyler Technologies Work Order
13. Authorization to Seek Bids for Utility Relocation for I-55 Widening
14. Resolutions to Authorize IT Surplus and Intergovernmental Transfer
15. Authorization to Enter into Contracts for Grounds Maintenance
16. MDEQ MOU for MCWI Funds for Autumn Woods Drainage
17. Resolution for DCRUA Appointment
18. Planning Agenda: Item #1 Application by Onyx Briargate Ventures, LLC for subdivision approval to revise Briargate Commercial Subdivision lots 7R and 7S on the south side of Marathon Way, between Airways Blvd. and Elmore Road
Item #2 Application by Lifestyle Homes, LLC for subdivision approval of Silo Square Phase 8 residential on the south side of May Blvd., east of Tchulahoma Road
Item #3 Application by Lifestyle Homes, LLC for subdivision approval of Worthington Estates Sec. "H" on the east side of Swinnea Road south of Goodman Road
19. Mayor's Report
20. Personnel Docket
21. City Attorney's Legal Update
22. Utilities Billing Leak Adjustment Docket
23. Claims Docket
24. Executive Session: Land Acquisition for Utility Relocation for I-55 Widening; Economic Development; Interdepartmental Personnel with No Action

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

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MINUTES OF THE REGULAR MEETING OF December 17, 2024 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 17th December, 2024 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
John David Wheeler	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Absent were:

Joel Gallagher	Alderman, Ward 4
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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 Flores led in prayer followed by the Pledge of Allegiance led by Alderman Payne.

Next, a motion was made by Alderman Hoots to approve the Minutes of the Regular Meeting of December 3, 2024 with any corrections, deletions, or additions necessary. Motion was seconded by Alderman Jerome. Motion was put to a vote and passed unanimously.

LEGISLATIVE UPDATE, STATE REPRESENTATIVE RODNEY HALL

Representative Rodney Hall commended the Mayor and Board of Alderman for all of their hard work efforts in Southaven. Representative Hall stated that his door is always open for needs with infrastructure projects or any other challenges with growth of the City and to know that they have a partner in Jackson working on their behalf. Representative Hall asked the Mayor and/or Board of Alderman to contact him with any ideas related to their ward or city as a whole.

GETWELL WIDENING MOU (STARLANDING TO LESTER)

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

The Board considered the letter to Desoto County for the cost share associated with the widening of Getwell Road from Starlanding Road to Lester. After confirming Desoto County would cost share and include the project as part of the MPO funding, Alderman Flores made the motion to authorize Mayor Musselwhite to sign a letter indicating the City's support of funding for the MPO Project. Motion was seconded by Alderman Wheeler.

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Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

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

AMENDMENT TO SPD WRECKER POLICY

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

Mr. Manley stated that this policy amendment will require a background check for each entity, including a \$15.00 fee for a background check. This will help SPD ensure that the entities on the rotation meet the required qualifications. Alderman Hoots made the motion to approve the amended wrecker policy. Motion was seconded by Alderman Jerome.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

A copy of the revised policy is attached and fully incorporated into these minutes.

RESOLUTION FOR FIREARM SURPLUS FOR LT. JAMIE RUSSELL

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

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Mr. Manley stated that this resolution will surplus Lt. Russell's firearm to him as he retires from the SPD. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI
PRESENTING SOUTHAVEN POLICE LT. JAMIE RUSSELL
HIS SERVICE WEAPON IN RECOGNITION OF HIS RETIREMENT**

WHEREAS, the City of Southaven Police Department and City Board of Aldermen hereby desire to honor Southaven Police Lt. Jamie Russell by presenting to him his service firearm, a Glock Model 45 9MM, Serial Number BWNC592 ("Weapon"), and

WHEREAS, after many years of serving the City and public, Lt. Russell 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 Lt. Russell 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 Southaven Police Lt. Russell; 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 Weapon be provided to Southaven Police Lt. Jamie Russell 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 Jerome, for the Resolution, and the question being put to a vote:

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

RESOLVED AND DONE, this 17th day of December, 2024.

Jimmy Wiseman Retirement

Mayor Musselwhite asked everyone to join him in congratulating Fire Captain, Jimmy Wiseman on his upcoming retirement and thanking him for serving our city for 43 years and 7 months, becoming the longest tenured employee in Southaven history!

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AGREEMENT WITH DIZZY DEAN

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

Mr. Manley stated that the current Dizzy Dean contract expires on July 31, 2025. The new contract extends the contract from August 1, 2025 to July 31, 2029. The contract terms are the same as current contract, which include:

Teams Entered	Sanction Fee
200-225	\$90,000
175-199	\$81,000
150-174	\$63,000
125-149	\$54,000
100-124	\$45,000
75-99	\$36,000
50-74	\$25,000
25-49	\$16,000

The City will provide one (1) team trophy for the champion, runner up, and third place; fifteen (15) to twenty (20) individual player awards for the champion, runner up, and third place, and participation certificates for all World Series players; a meal for all World Series players and coaches in conjunction with the opening ceremonies of the World Series; VIP tournament passes to all Dizzy Dean Officials and families; lunches to all Dizzy Dean Tournament Officials for each day of the World Series; water, soda, sports drinks and ice for Dizzy Dean Tournament Officials for the duration of the World Series; all scaffolding and lifts for TV production personnel; the resources and ability to complete the World Series games in a timely manner; and all administrative staffing, game scheduling, phone hotline, field maintenance, umpire scheduling and staffing, scorekeeper scheduling and staffing and website to keep teams apprised of game results and possible reschedules. The City will pay \$12,000.00 for softball. Alderman Flores made the motion to authorize Mayor Musselwhite to sign the contract with Dizzy Dean. Motion was seconded by Alderman Payne.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

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

AWARD OF BIDS FOR SPD UNIFORMS

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

Alderman Hoots made the motion to award the low and only bid for police uniforms to Emergency Equipment Professionals for each category. Motion was seconded by Alderman Jerome.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

A copy of the bid tabulation is attached and fully incorporated into these minutes.

AWARD OF CHEMICALS CONTRACT FOR UTILITIES DEPARTMENT

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

Mr. Manley stated that the Utilities Department sought bids for the chemicals needed for 2025. The low bid was Ideal Chemical for each category and approval is needed to accept the bid and authorize Ray Humphrey to sign the contract. Alderman Payne made the motion to authorize Ray Humphrey to sign the contract with Ideal Chemical and accept the bid. Motion was seconded by Alderman Kelly.

Roll call was as follows:

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

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Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

A copy of the bid tabulation is attached and fully incorporated into these minutes.

AUTHORIZATION FOR UTILITIES DEPARTMENT TO EXECUTE TYLER TECHNOLOGIES WORK ORDER

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

Mr. Manley stated that this work order will provide the software needed so that real time information is available to City customers when making payments. The costs of the software, which will be used as a service and is ancillary to the service provided, is \$5,221 on an annual basis and the cost for Tyler's professional services to set up and train for the software is \$6,300 on a one-time basis. Alderman Hoots made the motion to authorize Ray Humphrey to sign the contract. Motion was seconded by Alderman Wheeler. Motion was put to vote and passed unanimously.

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

AUTHORIZATION TO SEEK BIDS FOR UTILITY RELOCATION FOR I-55 WIDENING

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

Mr. Manley stated that authorization to Seek Bids For Utility Relocation for I-55 Widening is needed for the utility relocation for I-55 widening. Once bids are received, they will be brought back to Board for selection of lowest and best. Alderman Payne made the motion to approve the. Motion was seconded by Alderman Jerome.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

RESOLUTIONS TO AUTHORIZE IT SURPLUS AND INTERGOVERNMENTAL TRANSFER

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

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Mr. Manley stated that these resolutions will authorize IT Surplus and Intergovernmental Transfer. The first resolution authorizes IT equipment to be surplus in accordance with Miss. Code 17-25-25 as it is no longer needed by the City. The second resolution and agreement with NWCC authorizes the surplus of computers to NWCC that can no longer be used by the City as the software is not able to be updated; thus, could damage the City's IT System. The computers will be transferred to NWCC who will take them AS IS and used for instructional purposes. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:

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 because 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.

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

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

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Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 17th day of December, 2024.

CITY OF SOUTHAVEN, MISSISSIPPI

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

WHEREAS, the City of Southaven ("City") is presently in possession of Surplus Property ("Property") as set forth in Exhibit A; and

WHEREAS, it has been recommended to the Mayor and Board of Aldermen by the City that the Property be declared as surplus and sold and/or disposed of pursuant to Mississippi Code 17-25-25(6); 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

WHEREAS, the Mayor and Board of Aldermen hereby authorize that the Property be declared as surplus and transferred pursuant to Miss. Code 31-7-13(m)(vi) as such transfer is in the best interest of the taxpayers as it will allow for vital resources needed by Northwest Community College for class instruction and allow for the City to not incur any future costs for storage, upkeep, removal, or maintenance associated with the Property as the Property's software is not able to be updated and will harm the City's IT System; 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 to be surplus property and may be disposed of pursuant to Mississippi Code 17-25-25(6) and transferred to Northwest Community College in accordance with Miss. Code 31-7-13(m)(vi).
2. The Mayor and/or his designee are authorized to transfer of Property to Northwest Community College and take any and all action to effectuate the intent of this Resolution.

Motion was made by Alderman Wheeler and seconded by Alderman Flores, 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: YES
Alderman Kristian Kelly	voted: YES

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Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: ABSENT
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 17th day of December, 2024.

NWCC Transfer Agreement

AGREEMENT FOR THE PURCHASE AND SALE OF SURPLUS PROPERTY

This agreement is made effective as of the date of the last signature of the parties hereto, by and between Northwest Community College ("NWCC") and City of Southaven, MS (the "City");

WHEREAS, the City has found and determined that certain inventory it possesses is surplus and no longer necessary for the City's operations. In particular, the City has determined that the equipment as set forth in the Resolution attached hereto in Exhibit A (collectively the "Surplus Property") is no longer of use or value to the City; and

WHEREAS, the Surplus Property qualifies as commodities under Miss. Code Ann. § 31-7-1 *et. seq* (the "Public Purchases Statute") and the City desires to dispose of the Surplus Property by sale to NWCC at an agreed upon price less than market value; and

WHEREAS, the City makes a finding that it is in the best interest of the citizens and tax payers of the State of Mississippi so that the cost to the City for storage, repair, and upkeep can be eliminated so that the City can transfer the Surplus Property as set forth herein. Such transfer being for the purpose of aiding NWCC for instructional purposes; and

WHEREAS, NWCC is a governmental entity as defined by the Public Purchases Statute and Miss. Code Ann. § 31-7-13(m)(vi) permits intergovernmental sales and transfers of commodities at below market value between governmental entities when certain findings, such as those herein, have been made.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein and pursuant to the authority of Miss. Code Ann. 31-7-1, *et seq*, of the Mississippi Code of 1972, the City and NWCC do hereby covenant, contract and agree as follows:

1. NWCC shall pay to the City the sum of One Dollar (the Purchase Price), for the purchase of the Surplus Property.
2. NWCC shall assume the risk of loss of the Surplus Property at such time as the City gives physical possession of the Surplus Property to NWCC or its agents. The City is providing the Surplus Property "AS IS" without any warranties of any kind, including, but not limited to, warranties of merchantability, fitness for a particular purpose and warranties related to the operation of the Surplus Property. NWCC shall hold the City harmless from any and all claims that result from the Surplus Property. The City shall not be liable to NWCC, its employees, agents, guests, citizens, customers, vendors, contractors or any other third party or person claiming by or through NWCC or any other for any loss, injury or damage caused directly or indirectly, in whole or in part by the Surplus Property.

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5. Miscellaneous Provisions.

a. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing.

b. The failure of any party to insist upon strict compliance by another party shall not be deemed a waiver of its right to do so in the future.

c. In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein.

d. The parties each represent that the person executing this Agreement on behalf of such party has the power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms. This Agreement may be executed in counterparts.

WITNESS the signature of the parties hereto after first being approved by the respective governing authorities.

NORTHWEST COMMUNITY COLLEGE

BY: _____

DATE: _____

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____

DARREN MUSSELWHITE, MAYOR

DATE: _____

Alderman Wheeler made the motion to authorize Mayor Musselwhite to sign the transfer agreement with NWCC. Motion was seconded by Alderman Flores.

Roll call was as follows:

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

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Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

A copy of the signed contract with NWCC and a detailed list of surplus items are attached and fully incorporated into these minutes.

AUTHORIZATION TO ENTER INTO CONTRACTS FOR GROUNDS MAINTENANCE

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

Mr. Manley stated that this is for two contracts for the professional services for Grounds Maintenance. The first contract with Premier Lawn and Turf is for the right of ways within the City, which are set forth as an exhibit to the contract. The annual amount for the cutting and maintaining of the right of ways is \$304,000. The second contract is with Michael Hatcher & Associates and is for the City Facilities and Utilities. The City Facilities is in the annual amount of \$268,895.00 and the City Utilities is in the annual amount of \$125,778.10 for a total of \$394,673.20. Thus, the total grass maintenance cost is \$698,673.20 per year and both contracts are for three years effective January 1, 2025. In addition, both contractors will serve as an alternative to the other contractor. Alderman Wheeler made the motion to authorize Mayor Musselwhite to sign both contracts for grounds maintenance. Motion was seconded by Alderman Payne.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

A copy of the contracts are attached and fully incorporated into these minutes.

MDEQ MOU FOR MCWI FUNDS FOR AUTUMN WOODS DRAINAGE

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

Mr. Manley stated that the Board previously approved the Autumn Woods Drainage Project. The estimate for the Project was \$2,003,400.00, which was the amount of funds allocated from MDEQ for the Project. However, the Project cost was in the amount of \$1,950,499.00. Thus, there is \$52,901.00 which needs to remain allocated to the City. The MOU will authorize those

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funds to be utilized by the City and spent by 2026. The MOU is between the Mayor and the Board and will be signed by the Mayor and Mayor Pro Tem. Alderman Kelly made the motion to authorize Mayor Musselwhite and Mayor Pro Tem to sign the MOU. Motion was seconded by Alderman Hoots.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

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

RESOLUTION FOR DCRUA APPOINTMENT

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

Mr. Manley stated that the City's current appointee to the DCRUA Board is Chris Wilson and his term expires on December 31. The recommendation is to re-appoint Chris Wilson for another four (4) year term. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR DESOTO COUNTY REGIONAL UTILITY AUTHORITY APPOINTMENT

WHEREAS, the City of Southaven ("City") desires to appoint a representative to the Desoto County Regional Utility Authority ("DCRUA"); and

WHEREAS, the City Mayor and Board have considered the matter and desire to appoint Chris Wilson to the DCRUA Board; 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 City hereby appoints Chris Wilson for a four-year term as the City's representative to the DCRUA Board.
2. The Mayor or his designee is authorized to take any and all action to effectuate the intent of this Resolution.

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Motion was made by Alderman Flores and seconded by Alderman Payne, and the question being put to a roll call vote, 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: ABSENT
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 17th day of December, 2024.

PLANNING AGENDA

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

**Item #1 Application by Onyx Briargate Ventures, LLC for
subdivision approval to revise Briargate Commercial
Subdivision lots 7R and 7S on the south side of Marathon
Way, between Airways Blvd. and Elmore Road**

Mrs. Choat-Cook stated that the applicant is requesting subdivision approval to revise the Briargate Commercial Subdivision Section "B" on the south side of Marathon Way, east of Airways Blvd. The current plat identifies two lots- 7R and 7S. Lot 7R encompasses 1.26 acres and is situated between the Enterprise Rental Car site (lot 7L) and vacant property to the east which is part of lot 7S in this application which encompasses 4.41 acres. The applicant has purchased both lots with the intention of building a single building. The existing plat identifies the necessary ROW for Marathon Way and the improvements have been completed to the road prior to this submitted so there is not dedication or build out needed. Additionally, the existing plat specifically does not identify a recorded easement between these two lots. Normally when an applicant requests to merge lots, the city must first have them verify that there are no utilities along the boundaries nor will there be any in the future. Since these lots do not show an easement, there cannot be utilities along the boundaries and therefore no verification is needed from public service companies prior to recording. Staff would like the applicant to use an existing lot number and letter as opposed to eliminating lots 7R and 7S to use 7T. It would be the recommendation of staff to use lot 7R and eliminate 7S so that there is not a chronological skip in the lettering. Mrs. Choat-Cook stated that staff approves with no comments. Alderman Jerome made the motion to approve the application by Onyx Briargate Ventures, LLC. Motion was seconded by Alderman Payne.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Kelly	YES

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

A copy of the staff report, GIS Map, and vicinity map are attached and fully incorporated into these minutes.

Item #2 Application by Lifestyle Homes, LLC for subdivision approval of Silo Square Phase 8 residential on the south side of May Blvd., east of Tchulahoma Road

Mrs. Choat-Cook stated that the applicant is requesting subdivision approval for Silo Square Phase 8 on the south side of May Blvd. east of Tchulahoma Road. This phase consists of 10.19 acres with two residential coves, 30 lots and one common open space. The coves carry off of the existing Second Street which runs south from May Blvd. into the cottage homes of the development. Per the master plan, this area called for rear load access; however, DEQ requirements after construction began required that a large detention area be placed south of this site which shifted all of the house lots to the north. The only way to keep the size of the lots buildable to the cottage homes was to remove the alleyways and add that depth back into the lots. The open space runs along May Blvd and then carries south where it provides a buffer of natural trees between this area and another phase to the east. There are walking trails shown as well as cross connectivity to the adjacent phase of homes. All of the cottage home sections on the south side of May Blvd. have been designed with the same street systems and alleyway access except for this particular area on the east side of Second Street. With the DEQ detention requirements incorporated, the development lost several lots while still staying compliant with the layout presented originally. There are already numerous areas both in this cottage home portion of the development as well as the north side which have the front access layout and they work well with the home styles and do not negatively affect the surrounding alleyway design. Mrs. Choat-Cook stated that it is staff's recommendation that we allow the change so that the housing stock can remain consistent with the adjacent phases. Alderman Flores made the motion to approve the application by Lifestyle Homes, LLC. Motion was seconded by Alderman Payne.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Jerome	YES

Minutes, City of Southaven, Southaven, Mississippi

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

A copy of the staff report, conceptual plan, GIS Map, and final plat are attached and fully incorporated into these minutes.

Item #3 Application by Lifestyle Homes, LLC for subdivision approval of Worthington Estates Sec. "H" on the east side of Swinnea Road south of Goodman Road

Mrs. Choat-Cook stated that the applicant is requesting subdivision approval for Worthington Estates Section "H" on the east side of Swinnea Road, south of Goodman Road. This section consists of 14.77 acres of property with 37 lots and one common open space. The overall PUD for Worthington Estates was approved in 1998 with an access as shown in this plan; however, the original plan identified three coves off of this main drive and a circular drive on the interior space. This proposed plat removed the coves and increased the circular drive design to allow lot access off of two singular residential streets instead. A second final phase to the east will provide the completed circular drive. The lots sizes have remained consistent with the overall plan with a slight increase overall and the amount of lots will decrease due to the redesign. There is a large common open space at the southeast end of the overall area which encompasses 2.02 acres of natural area. A future common open space is shown to the north of this section which will contact wet detention areas and walking paths. Staff discussed this option with the designer for this phase and the future phase. From a traffic circulation and emergency services standpoint, the re-design is cleaner and makes more sense. The road dedication for Swinnea Road has been identified along the linear frontage of the entire area which extends north past the entrance and along the detention area shown on the master plan. Mrs. Choat-Cook stated that it is staff's recommendation to approve as submitted. Alderman Flores made the motion to approve the application by Lifestyle Homes, LLC. Motion was seconded by Alderman Wheeler.

Roll call was as follows:

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

Minutes, City of Southaven, Southaven, Mississippi

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

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

MAYOR'S REPORT

M.R. Davis Library Finance Update

Mayor Musselwhite stated that a committee was formed to review the finances of the M.R. Davis Library. There was discussion about taking on more of the operating expenses. The committee did feel that the library is being funded adequately by the City but made the recommendation to pay gas, water, sewer, pest control, and sanitation expenses. After noting the City owns the building where the library is located and the City's authority under Miss. Code 39-3-1, Alderman Flores made the motion to approve paying the additional expenses as recommended by the committee. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

Year In Review

Mayor Musselwhite presented the 2024 Year-In-Review.

2024 Year-in-Review

Booming Economy...

- 1.38 Billion in Completed or Pending Developments
- Continued Record-Setting Sales Tax Revenue Growth to \$20,600 in '24 up 65% from \$12,499,170 in '13
- Embassy Suites Hotel/Convention Center Project Underway
- Kia Dealership
- Raising Cane's
- Staybridge Hotel
- Hyatt House Hotel
- Element by Westin Hotel
- Silo Square Mixed-Use/Commercial/Residential
- Provost Mixed-Use
- Highlander Mixed-Use
- Crossover Retail/Recreational
- Top of the Sip Mixed-Use, Recreational, Restaurant
- Firebird's Restaurant
- Fairfield Inn & Suites Hotel
- Hampton Inn & Suites Hotel

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- Rotolo's Restaurant
- Silo Grocery
- Baskin Robbins Ice Cream & Wildwood Office Park
- Snowden Farms Commercial
- Simflo Industrial

Improving Recreational Value...

- Neighborhood Park Trails & Pavilions Completion
- Central Park Multi-Use Trail
- Tennis Expansion Underway for 8 Additional Courts
- Cherry Valley Park Arch Sign
- Cherry Valley Park Bike Track/ Skate Park Enhancement Designed
- Snowden Grove Park Video Board Sign Designed
- Parking Lots at Snowden Grove and Greenbrook Parks Resurfaced
- Tennis Program Named Best in Mississippi by USTA-Mississippi
- BankPlus Amphitheater Named Venue of the Year by MS Tourism
- Performing Arts Center Study Underway

Celebrating our History...

- Tribute Hall Honoree Lorine Cady
- Jerry Street Park Renaming
- Historical Marker Signs Placed at Cherry Valley Park, Jago Community, The Hole and Chickasaw Indian Trail with Pending Locations at the Donnie Woods Field and Funtime Skateland

Aggressive Infrastructure Improvement...

- I-55 Widening Project Funded after Successful Lobbying Efforts
- Getwell Road South Widening Project Completion
- Getwell (Nail to Church) MPO Multi-Use Trail Nearing Construction in '25
- Nail Road Extension (Getwell to Tchulahoma) Underway
- Snowden Lane Widening (Goodman to May) Underway
- Street Resurfacing (\$7 million, highest in history)
- Drainage Improvement Projects Completed (\$500K)
- Autumn Woods Drainage Project Underway
- Carriage Hills Estates Drainage Project Underway
- Rasco/Greenbrook Parkway, Guthrie/Airways, Stateline/Swinnea, and Church/Tchulahoma Traffic Signals Completed
- Swinnea/Church Widening Project Completed
- Swinnea/Star Landing Intersection Widening and Signalization Underway

Public Safety Commitment...

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- Police Massive Funding Investment of 64% in 6 years (\$19,862,200 from \$12,107,758 in FY '19)
- General Flat Crime Statistics Showing Outstanding Police Effort Considering Growth and Unique Geographic Challenges
- New Police East Precinct Completed
- Fire Station #5 Nearing Completion

Preparing for our Future...

- Horn Lake Creek Basin Interceptor Sewer District/Memphis Sewer Funding Solution and Transition Agreement with DCRUA Underway
- Property Database Underway for Enhanced Nuisance Property Ordinances
- Commercial Nuisance Property Ordinance Added
- Restaurant Signs Installed for Protection Against Non-Paying Patrons
- New Municipal Court Building Purchase and Renovation

THANKS TO OUR BOARD OF ALDERMEN AND CITY TEAM FOR ANOTHER GREAT YEAR!

MERRY CHRISTMAS TO ALL OF YOU!

PERSONNEL DOCKET

Personnel Docket December 17, 2024

<u>New Hire</u>	<u>Department</u>	<u>Position Title</u>	<u>Start Date</u>	<u>Rate of Pay</u>
Eric Perry Jr.	Parks	PT Front Desk Shelter Office	12/18/2024	\$9.25
Kayla Miller	Animal Control	Staff	TBD	\$16.00
Cody Willoughby	Public Works	Laborer	TBD	\$16.75
Bryan Smith	Fire	Medic I	TBD	\$24.87
Christopher Gibson	Police	Patrol Officer 4	12/30/2024	\$31.03
Austin Pirtle	Police	Patrol Officer 1	12/30/2024	\$26.77
Mary Jackson	Police	Patrol Officer 1	12/30/2024	\$26.77
<u>Promotion</u>	<u>Current Position Title</u>	<u>New Position Title</u>	<u>Effective Date</u>	<u>Rate of Pay</u>
Martin Roby	Police Officer 4	Sergeant	12/16/2024	\$32.77

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Vanessa Cogswell	Police Officer 3	Police Officer 4	12/30/2024	4	\$31.03
Andrew Herrman	Fire Fighter II	Fire Fighter III	12/9/2024	4	\$19.55
Daniel Loomis	Lieutenant	Lieutenant II	10/29/2022	4	\$25.50

Oath of Office	Department	Position	Effective Date
Kendal Campbell	Emergency Communications	Dispatch 2	12/9/2024

Resignations/Terminations	Department	Current Position Title	Effective Date	Rate of Pay	
Cady Caraway	Parks	PT Turf Tech	12/17/2022	4	\$9.50
John Jones	Parks	PT Front Desk	12/17/2022	4	\$9.50
Cameron Hunter-Taylor	Parks	PT Turf Tech	12/17/2022	4	\$9.50
John Taylor	Parks	PT Turf Tech	12/17/2022	4	\$9.25
Austin Brown	Fire	Fire Fighter II	12/16/2022	4	\$19.22
James Wiseman	Fire	Captain	1/1/2025		\$27.36
James D. Russell	Police	Lieutenant	1/1/2025		\$34.97

Parks Tournaments

Resignations/Terminations	Department	Current Position Title	Effective Date	Rate of Pay	
Brittney Smith	Parks Tournaments	Concessions	12/17/2022	4	\$9.50

Alderman Payne made the motion to approve the Personnel Docket of December 17, 2024 as presented to this Board. Motion was seconded by Alderman Hoots.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

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CITY ATTORNEY'S LEGAL UPDATE

Tunnel of Towers Permit Fee

In accordance with Miss. Code 21-19-65, the Board considered a permit fee waiver for Tunnel to Towers in the amount of \$100 for an SFD fee associated with the review of plans for a residential sprinkler system. Tunnel to Towers is a 501(c)(3) and provides mortgage-free homes to families of fallen first responders and Gold Star families, as well as building specially adapted "smart homes" for catastrophically injured veterans and first responders. The organization is currently building a home for William Brooks in Southaven. Alderman Hoots made the motion to approve the permit fee waiver. Motion was seconded by Alderman Jerome.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

UTILITY BILL ADJUSTMENT DOCKET

UTILITIES BILL LEAK ADJUSTMENT DOCKET 12/17/2024

The addresses below experienced unforeseen circumstances in their utilities for which no benefit was received.

1	RESIDENTIAL	LATRICE WOODS	3965	SHAE PIERCE DR	(164.60)	TOILET LEAK
2	RESIDENTIAL	MICHAEL ALBIN	4485	GLENLEIGH	(11.84)	POOL ADJUSTMENT

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3	RESIDENTIAL	RODERICK PINKINS	885	TRAFALGAR	(106.56)	POOL ADJUSTMENT
4	RESIDENTIAL	CLOVESE WHITE BOYD	370	FLOWER GARDEN DR	(81.90)	LEAK BEHIND WASHING MACHINE
5	RESIDENTIAL	CARRISHIKA DAVIS	8125	WHITEHEAD	(271.69)	TOILET LEAK
6	COMMERCIAL	TAMMY BREWER	2150	STATELINE	(607.72)	LEAK UNDER PARKING LOT
7	RESIDENTIAL	KIMBERLY COLLINS	3777	PAVILLION CR	(286.65)	TOILET LEAK
8	RESIDENTIAL	BEN MURPHY	4325	SWINNEA RD	(953.55)	LEAK ON SERVICE LINE
9	RESIDENTIAL	NICOLE MIMES	330	ALEX CV	(274.95)	TOILET LEAK
10	RESIDENTIAL	PATRICIA SCOTT	8185	BOONEVILLE DR	(93.60)	TOILET LEAK
11	RESIDENTIAL	PAUL WARDLAW	8080	TCHULAHOMA RD	(664.28)	LEAK ON SERVICE LINE
12	RESIDENTIAL	CECIL BING	3161	STATELINE RD	(35.10)	TOILET LEAK
13	RESIDENTIAL	DANISE BROWN	4426	EVELYN LN	(573.30)	TOILET LEAKS
14	RESIDENTIAL	MICHAEL DANIEL	6939	SHERWOOD CV	(70.20)	LEAK ON SERVICE

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						CE LINE
1 5	RESIDE NTIAL	LUTHER CAPERS	9050	TCHULAHOMA RD	(34.68)	TOILE T LEAK
1 6	RESIDE NTIAL	RYAN GILL	3274	JOHN MICHAEL	(222.30)	TOILE T LEAK
1 7	RESIDE NTIAL	ROXANE WILLIAMS	2024	CRESTHILL DR N	(228.10)	LEAK ON VALV E IN SHO WER
					(4681.02)	

Alderman Payne made the motion to approve the Utility Bill Adjustment Docket of December 17, 2024 in the amount of \$4,681.02. Motion was seconded by Alderman Hoots.

Roll call was as follows:

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

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 17th day of December, 2024.

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of December 17, 2024 in the amount of \$6,088,998.21. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

432635, 432636, 432637, 432638, 432639, 432640, 432641, 432642, 432643

Roll call was as follows:

ALDERMAN	VOTED
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Alderman Kelly	YES
Alderman Hoots	YES
Alderman Jerome	YES
Alderman Payne	YES
Alderman Gallagher	ABSENT
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 17th day of December, 2024.

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 Hoots to adjourn. Motion was seconded by Alderman Jerome. Motion was put to a vote and passed unanimously December 17, 2024 at 7:10 p.m.

Darren Musselwhite,
Mayor

Andrea Mullen,
City Clerk
(Seal)

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

Minutes, City of Southaven, Southaven, Mississippi

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MEMORANDUM OF UNDERSTANDING
Between
City of Southaven Board of Aldermen
and
Mayor Musselwhite

This Memorandum of Understanding (“MOU”) is entered into by and between City of Southaven (“Municipality”) Board of Alderman (“Board”) and the Mayor of Southaven (“Mayor”) hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Board is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between Southaven and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 257-2-SW-5.6 set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

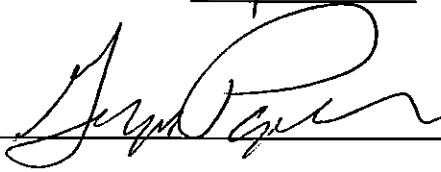
The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 9th day of December, 2024.



Mayor Pro Tem, Board

Agreed to this the 9th day of December, 2024.



Mayor

ATTACHMENT "A"
ORIGINAL EXECUTED MCWI SUBAWARD AND SUBSEQUENT EXECUTED MODIFICATON

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 257-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Southaven, UEI Number: J5KMCK21XKP7 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Carriage Hills Estates Storm Drainage Improvements" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200; and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. PERIOD OF PERFORMANCE

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$438,950.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$219,475.00**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$219,475.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$17,558.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i. above and Article 7.C. below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Nineteen Thousand Four Hundred Seventy-Five Dollars and Zero Cents (\$219,475.00)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

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

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post-Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. INTERVENTIONS

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

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

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

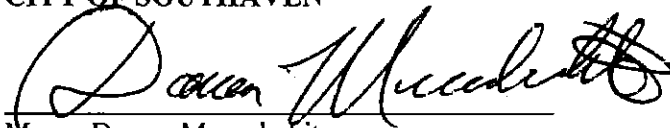
For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY


Chris Wells
Executive Director

Date

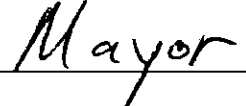
CITY OF SOUTHAVEN



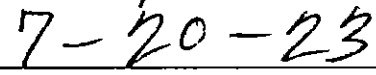
Mayor Darren Musselwhite
Signature of Authorized Representative



Darren Musselwhite
Printed Name



Title



Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

CARRIAGE HILLS ESTATES STORM DRAINAGE IMPROVEMENTS

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes installation of a parallel drainage line, inlets, an increase in some of the existing drainage lines, and associated appurtenances in the Carriage Hills Estates subdivision.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescuc Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;

- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official¹:

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes No

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes No

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water Addition to Scope
Stormwater Reduction of Scope
Wastewater

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

The project will consist of two phases. The first phase will be the installation of new drainage lines in the Carriage Hills Estates subdivision. The existing pipes in the subdivision are undersized and are causing flooding. The second phase of this project will include replacing the box culvert under Stateline Road at John' Creek. The existing box culvert is under sized and is causing flooding upstream.

Phase 1 of this project is currently under construction and will be complete by December 2024. Phase 2 of this project will follow the project schedule information below.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(4) PROJECT BUDGET

Modification Needed? Yes No

MCWI Grant Funds can be reallocated to another active grant agreement held by the Subrecipient.

NOTE: The total MCWI Grant Funds allocated to the Subrecipient cannot increase.

Please provide the Current Approved Budget and provide the Proposed Revised Budget below.

Current Approved Budget	
MCWI	\$ 613,042.76
LFRF	\$ 613,042.76
Transfer LFRF	\$ 0.00
Other Funds	\$ 0.00
Total	\$ 1,226,085.52

Proposed Revised Budget	
MCWI	\$ 2,012,396.50
LFRF	\$ 2,012,396.50
Transfer LFRF	\$ 0.00
Other Funds	\$ 0.00
Total	\$ 4,024,793.00

If Proposed Revised Budget MCWI Funds are decreasing, please provide the Grant Agreement Number the funds are being reallocated, or indicate the if the funds are being returned to the MCWI Program. If Proposed Revised Budget MCWI Funds are increasing, please provide the Grant Agreement Number the funds are being reallocated.

131-2-DW-5.15

Amount(s): \$ 1,399,353.74

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes No

If yes, provide a copy of the plans and specifications for the proposed project. If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL²:

TITLE: Mayor



DATE: 11/25/2024

Please email this Modification Request Form to mcwisubrecipient@horne.com.

² For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

MEMORANDUM OF UNDERSTANDING
Between
City of Southaven Board of Aldermen
and
Mayor Musselwhite

This Memorandum of Understanding (“MOU”) is entered into by and between City of Southaven (“Municipality”) Board of Alderman (“Board”) and the Mayor of Southaven (“Mayor”) hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Board is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between Southaven and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 325-2-DW-5.15 set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

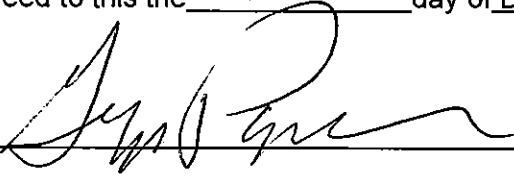
The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 9th day of December, 2024.



Mayor Pro Tem, Board

Agreed to this the 9th day of December, 2024.



Mayor

ATTACHMENT "A"
ORIGINAL EXECUTED MCWI SUBAWARD AND SUBSEQUENT EXECUTED MODIFICATON

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 325-2-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Southaven, UEI Number: J5KMCK21XKP7 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Whitworth Water Treatment Plant Upgrades and Generator Replacements" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,400,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$613,042.76**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$613,042.76**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$173,914.48**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$56,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Thirteen Thousand Forty-Two Dollars and Seventy-Six Cents (\$613,042.76)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors; and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term); and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

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

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions:

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCW1-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. INTERVENTIONS

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

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

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds. Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
If to SUBRECIPIENT:	Attention: Mayor Darren Musselwhite 8710 Northwest Drive Southaven, MS 38671 Phone: (662) 393-6939 E-mail: dmusselwhite@southaven.org

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

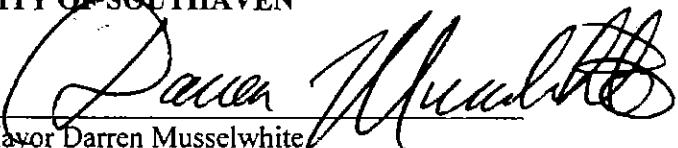
For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY


Chris Wells
Executive Director

Date

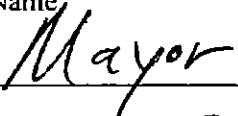
CITY OF SOUTHAVEN



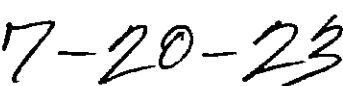
Mayor Darren Musselwhite
Signature of Authorized Representative



Darren Musselwhite
Printed Name



Title



Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Whitworth Water Treatment Plant Upgrades and Generator Replacements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes electrical wiring replacement at the Whitworth Water Treatment Plant, replacement of generators at 4 existing water treatment plants, and associated appurtenances.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
 - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
 - b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
 - c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;

- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lcp.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name:

Application ID/Sub-Award ID:

Date of Request:

Responsible Official¹:

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes No

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes No

If yes, what is the primary purpose of the proposed Project (choose one):

- | | | | |
|----------------|-------------------------------------|--------------------|-------------------------------------|
| Drinking Water | <input checked="" type="checkbox"/> | Addition to Scope | <input checked="" type="checkbox"/> |
| Stormwater | <input type="checkbox"/> | Reduction of Scope | <input type="checkbox"/> |
| Wastewater | <input type="checkbox"/> | | |

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

The project will consist of two phases. The first phase will be renovations to four (4) existing water treatment plants in the City of Southaven. Along with these renovations, all four treatment facilities will get a new backup generator. Phase 2 will consist of constructing a new elevated storage tank.

Phase 1 of this project is currently under construction and will be complete by December 2025. Phase 2 of this project will follow the project schedule information below.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes No

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Bids:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(3) PROJECT SCHEDULE

Modification Needed? Yes No

if yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Bids:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes No

MCWI Grant Funds can be reallocated to another active grant agreement held by the Subrecipient.
 NOTE: The total MCWI Grant Funds allocated to the Subrecipient cannot increase.

Please provide the Current Approved Budget and provide the Proposed Revised Budget below.

Current Approved Budget	
MCWI	\$ 219,475.00
LFRF	\$ 219,475.00
Transfer LFRF	\$ 0.00
Other Funds	\$ 0.00
Total	\$ 438,950.00

Proposed Revised Budget	
MCWI	\$ 1,040,877.50
LFRF	\$ 1,040,877.50
Transfer LFRF	\$ 0.00
Other Funds	\$ 0.00
Total	\$ 2,081,755.00

If Proposed Revised Budget MCWI Funds are decreasing, please provide the Grant Agreement Number the funds are being reallocated, or indicate the if the funds are being returned to the MCWI Program. If Proposed Revised Budget MCWI Funds are increasing, please provide the Grant Agreement Number the funds are being reallocated.

175-2-DW-5.15

Amount(s):

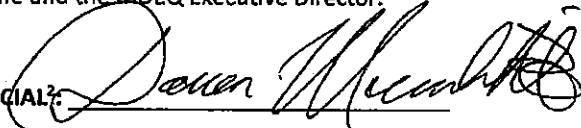
(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes No

If yes, provide a copy of the plans and specifications for the proposed project. If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL: 

TITLE: Mayor 

DATE: 11/25/2024

Please email this Modification Request Form to mcwisubrecipient@horne.com.

² For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

City of Southaven
Office of Planning and Development
Subdivision Staff Report

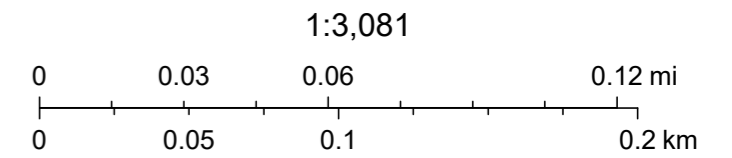


Date of Hearing:	November 18, 2024
Public Hearing Body:	Planning Commission
Applicant:	Onyx Briargate Ventures, LLC 551 NW 77 th Street Ste 108 Boca Raton, FL 33487 954-594-6864
Total Acreage:	5.7 acres
Existing Zone:	Planned Business Park (PBP)
Location of Subdivision Application	South side of Marathon Way, east of Airways Blvd.
Comprehensive Plan Designation:	Commercial/Distribution
Staff Comments:	
<p>The applicant is requesting subdivision approval to revise the Briargate Commercial Subdivision Section “B” on the south side of Marathon Way, east of Airways Blvd. The current plat identifies two lots- 7R and 7S. Lot 7R encompasses 1.26 acres and is situated between the Enterprise Rental Car site (lot 7L) and vacant property to the east which is part of lot 7S in this application which encompasses 4.41 acres. The applicant has purchased both lots with the intention of building a single building</p>	
Staff Recommendations:	
<p>The existing plat identifies the necessary ROW for Marathon Way and the improvements have been completed to the road prior to this submitted so there is not dedication or build out needed. Additionally, the existing plat specifically does not identify a recorded easement between these two lots. Normally when an applicant requests to merge lots, the city must first have them verify that there are no utilities along the boundaries nor will there be any in the future. Since these lots to not show an easement, there cannot be utilities along the boundaries and therefore no verification is needed from public service companies prior to recording. Staff would like the applicant to use an existing lot number and letter as opposed to eliminating lots 7R and 7S to use 7T. It would be the recommendation of staff to use lot 7R and eliminate 7S so that there is not a chronological skip in the lettering.</p>	
Staff recommends approval with comments.	

ArcGIS Web Map

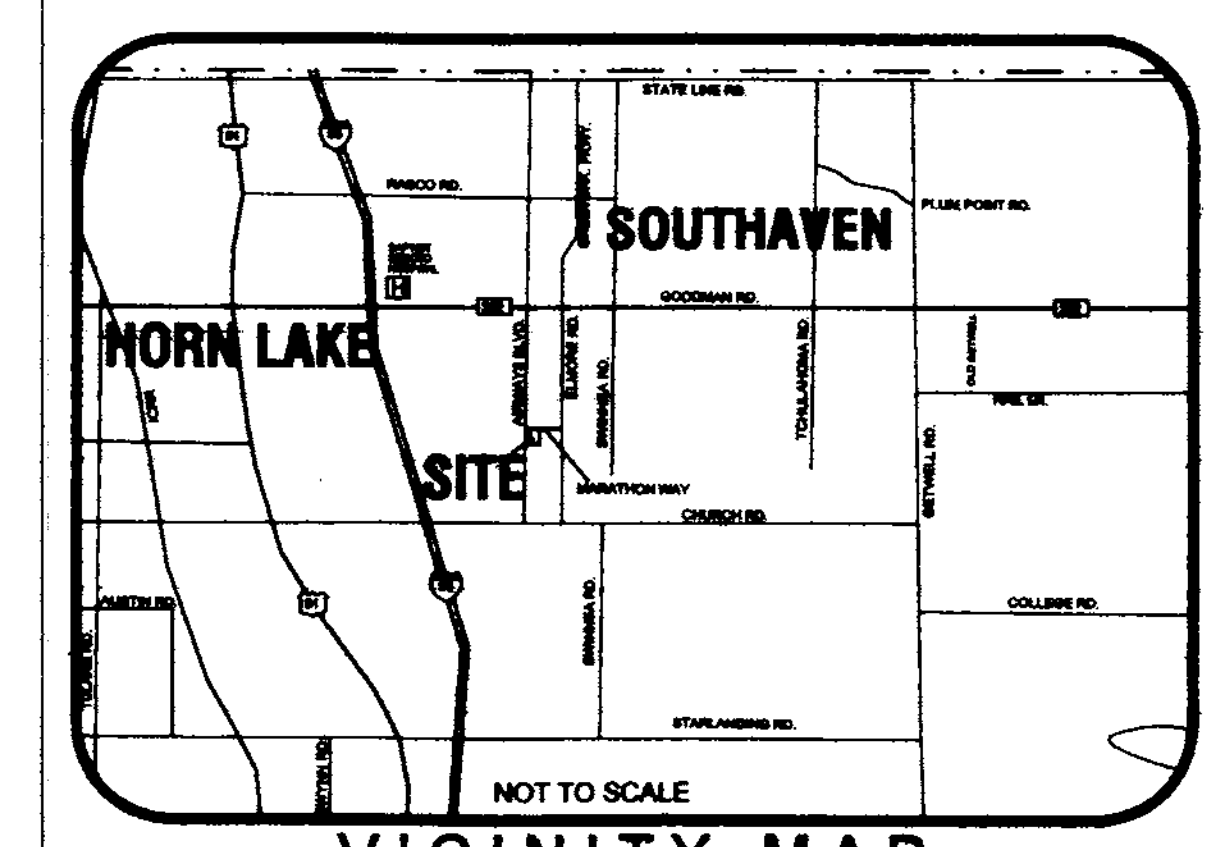
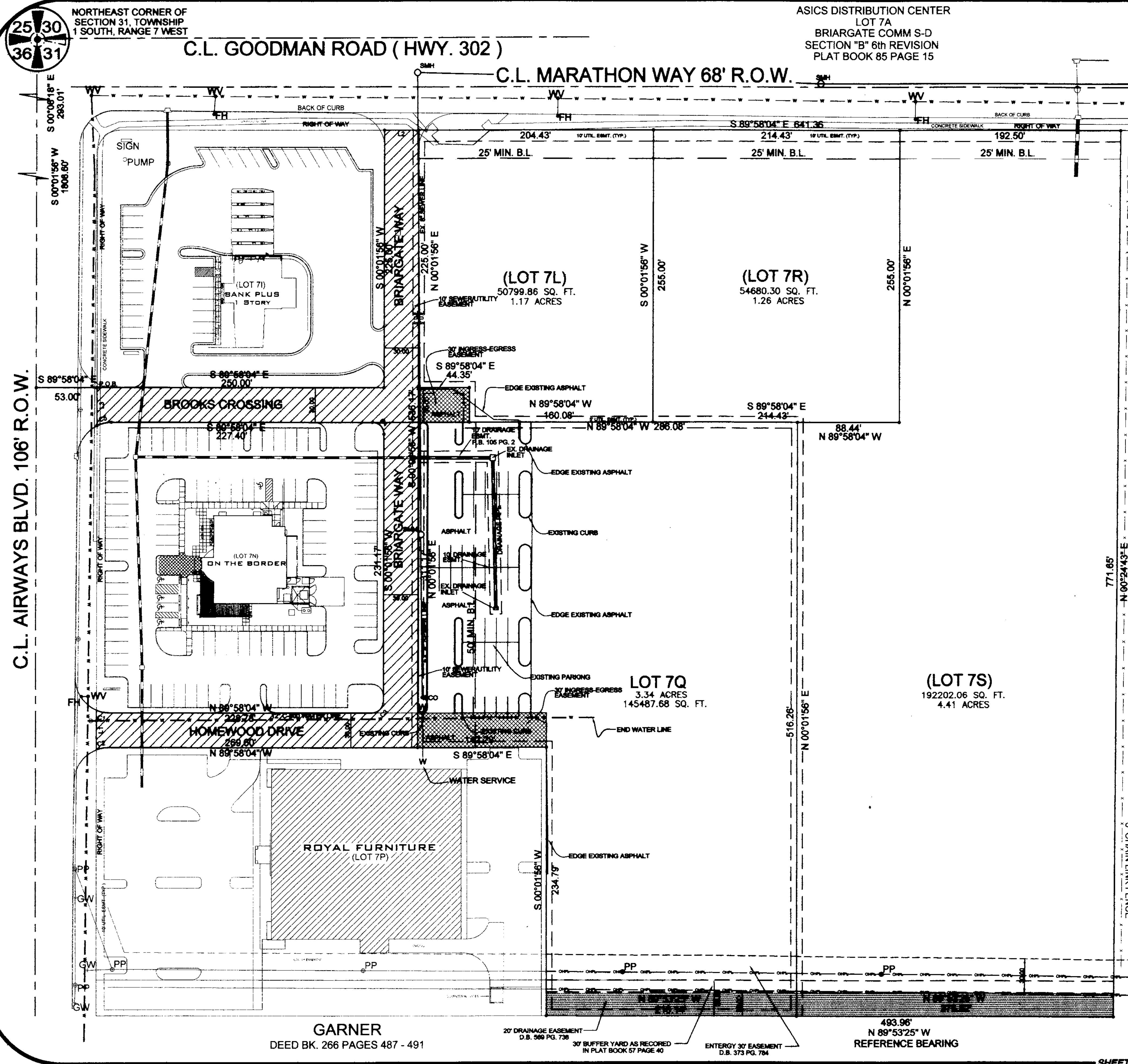


10/21/2024, 3:01:17 PM



23

23



- VICINITY MAP**
- NOTES:
1. BEARINGS REFERENCED TO THE PLAT OF RECORD, RECORDED IN PLAT BOOK 85 PAGE 15.
 2. WATER AND SEWER WILL BE PROVIDED BY CITY OF SOUTHAVEN.
 3. 1/2" IRON PINS SET ON ALL PROPERTY CORNERS.
 4. UTILITY EASEMENTS: 10' ALONG ROAD FRONTAGE, 5' ALONG REAR AND SIDE, UNLESS OTHERWISE NOTED.
 5. BUILDING SETBACKS: 25' ALONG ROAD FRONTAGE.
 6. THIS REVISED PLAT IS A REVISION OF ONLY LOT 7Q AND DOES NOT AFFECT ANY OTHER LOTS PREVIOUSLY RECORDED IN PLAT BOOK 85 PAGE 15 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.
 7. IRON PINS SET AT ALL LOT CORNERS.
 8. FIELD SURVEY DATED: 18 MAR 2008, CLASS "B" SURVEY.
 9. STORM DRAINAGE, SEWER AND WATER LINES LOCATED OUTSIDE OF PUBLIC STREETS OR ITS ADJACENT UTILITY EASEMENT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
 10. LOT 7N HAS A PARKING LOT ACCESS EASEMENT ONTO LOT 7Q, RECORDED IN DEED BOOK 984 PAGE 334 FOR OVERFLOW PARKING REQUIREMENTS.

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF ALSO, ACCORDING TO FEMA MAP NUMBER 0078 G DATED 7 JUNE 2007, THIS AREA IS NOT LOCATED IN AN IDENTIFIED FLOOD HAZARD ZONE.

LINE TABLE

LINE	BEARING	DISTANCE
11	S 0°01'39" W	34.00'
12	S 89°58'04" E	32.00'
13	N 0°01'56" E	32.77'
14	S 0°01'56" W	30.00'

CURVE TABLE

CURVE	TRUCKS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
11	30.00'	11.00'	11.43'	N 78°32'27" W	21°57'28"
12	30.00'	10.82'	10.57'	N 78°33'21" E	20°17'10"
13	10.00'	15.71'	14.14'	S 40°01'39" W	50°00'00"
14	10.00'	15.71'	14.14'	S 44°58'04" E	50°00'00"
15	30.00'	13.00'	12.87'	N 77°37'10" E	24°48'25"

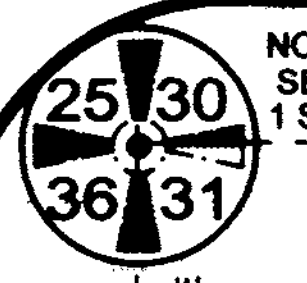


SCALE 1"=60'

FOURTH REVISION TO LOT 7G OF THE SIXTH REVISION TO SECTION "B" BRIARGATE COMMERCIAL SUBDIVISION

10.88 ACRES 4 LOTS ZONED C-4
 LOCATED IN SECTION 31 TOWNSHIP
 1 SOUTH RANGE 7 WEST
 CITY OF SOUTHAVEN
 DESOTO COUNTY, MISSISSIPPI

James Shaw
 8849 HAMILTON ROAD
 SOUTHAVEN, MISSISSIPPI 38671
 (662)342-7273 FAX (662)342-5356



NORTHEAST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST

ASICS DISTRIBUTION CENTER
 LOT 7A
 BRIARGATE COMM S-D
 SECTION "B" 6th REVISION
 PLAT BOOK 85 PAGE 15

C.L. GOODMAN ROAD (HWY. 302)

C.L. MARATHON WAY 68' R.O.W.

C.L. AIRWAYS BLVD. 106' R.O.W.

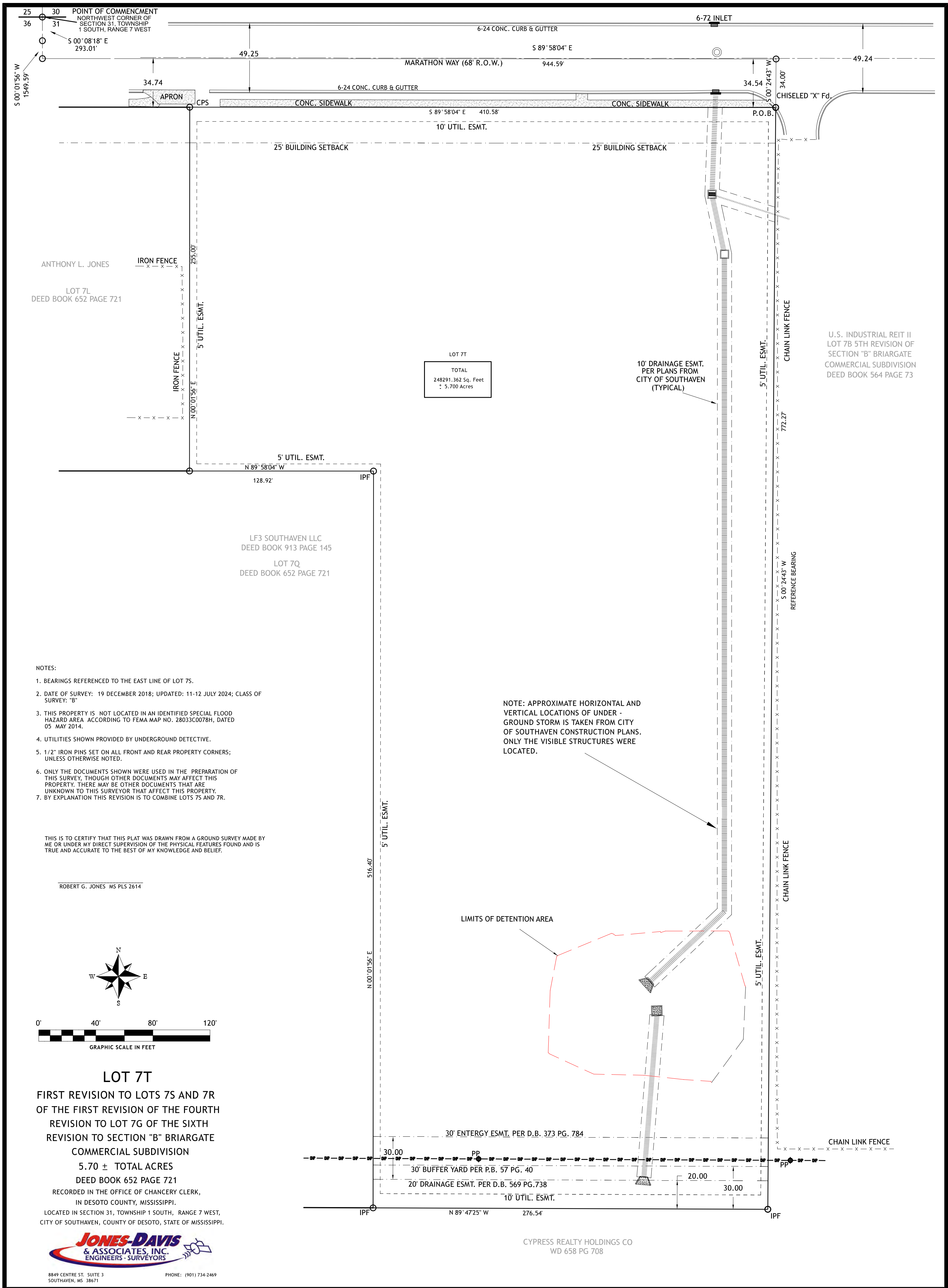
GARNER
 DEED BK. 266 PAGES 487 - 491

20' DRAINAGE EASEMENT
 D.B. 560 PG. 738

30' BUFFER YARD AS RECORDED
 IN PLAT BOOK 57 PAGE 40

ENTERY 30' EASEMENT
 D.B. 573 PG. 744

493.96'
 N 89°53'25" W
 REFERENCE BEARING



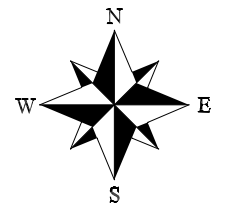
LOT 7T
 TOTAL
 248291.362 Sq. Feet
 ± 5.700 Acres

- NOTES:
1. BEARINGS REFERENCED TO THE EAST LINE OF LOT 7S.
 2. DATE OF SURVEY: 19 DECEMBER 2018; UPDATED: 11-12 JULY 2024; CLASS OF SURVEY: "B"
 3. THIS PROPERTY IS NOT LOCATED IN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 28033C0078H, DATED 05 MAY 2014.
 4. UTILITIES SHOWN PROVIDED BY UNDERGROUND DETECTIVE.
 5. 1/2" IRON PINS SET ON ALL FRONT AND REAR PROPERTY CORNERS; UNLESS OTHERWISE NOTED.
 6. ONLY THE DOCUMENTS SHOWN WERE USED IN THE PREPARATION OF THIS SURVEY, THOUGH OTHER DOCUMENTS MAY AFFECT THIS PROPERTY. THERE MAY BE OTHER DOCUMENTS THAT ARE UNKNOWN TO THIS SURVEYOR THAT AFFECT THIS PROPERTY.
 7. BY EXPLANATION THIS REVISION IS TO COMBINE LOTS 7S AND 7R.

NOTE: APPROXIMATE HORIZONTAL AND VERTICAL LOCATIONS OF UNDERGROUND STORM IS TAKEN FROM CITY OF SOUTHAVEN CONSTRUCTION PLANS. ONLY THE VISIBLE STRUCTURES WERE LOCATED.

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT G. JONES MS PLS 2614



LOT 7T
 FIRST REVISION TO LOTS 7S AND 7R
 OF THE FIRST REVISION OF THE FOURTH
 REVISION TO LOT 7G OF THE SIXTH
 REVISION TO SECTION "B" BRIARGATE
 COMMERCIAL SUBDIVISION
 5.70 ± TOTAL ACRES
 DEED BOOK 652 PAGE 721
 RECORDED IN THE OFFICE OF CHANCERY CLERK,
 IN DESOTO COUNTY, MISSISSIPPI.
 LOCATED IN SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
 CITY OF SOUTHAVEN, COUNTY OF DESOTO, STATE OF MISSISSIPPI.



8849 CENTRE ST. SUITE 3 SOUTHAVEN, MS 38671 PHONE: (901) 734-2469

CYPRESS REALTY HOLDINGS CO
 WD 658 PG 708

City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	December 17, 2024
Public Hearing Body:	Board of Alderman
Applicant:	Lifestyle Communities, LLC 1074 Thousand Oaks Drive Hernando, MS 389632 662-429-2332
Total Acreage:	10.19 acres
Existing Zone:	Planned Unit Development (Silo Square)
Location of Subdivision Application	South side of May Blvd., east of Tchulahoma Road
Comprehensive Plan Designation:	Medium Density Residential
Staff Comments:	
<p>The applicant is requesting subdivision approval for Silo Square Phase 8 on the south side of May Blvd. east of Tchulahoma Road. This phase consists of 10.19 acres with two residential coves, 30 lots and one common open space. The coves carry off of the existing Second Street which runs south from May Blvd. into the cottages homes of the development. Per the master plan, this area called for rear load access; however, DEQ requirements after construction began required that a large detention area be placed south of this site which shifted all of the house lots to the north. The only way to keep the size of the lots buildable to the cottage homes was to remove the alleyways and add that depth back into the lots. The open space runs along May Blvd and then carries south where it provides a buffer of natural trees between this area and another phase to the east. There are walking trails shown as well as cross connectivity to the adjacent phase of homes.</p>	
Staff Recommendations:	
<p>All of the cottage home sections on the south side of May Blvd. have been designed with the same street systems and alleyway access except for this particular area on the east side of Second Street. With the DEQ detention requirements incorporated, the development lost several lots while still staying compliant with the layout presented originally. There are already numerous areas both in this cottage home portion of the development as well as the north side which have the front access layout and they work well with the home styles and do not negatively affect the surrounding alleyway design. It is staff's recommendation that we allow the change so that the housing stock can remain consistent with the adjacent phases.</p>	



NOTE:
LOT SIZES, LOCATIONS, LAYOUT OF
PROPERTY LINES, AND PROPOSED USES
ARE ALL SUBJECT TO CHANGE DURING
FINAL DESIGN.

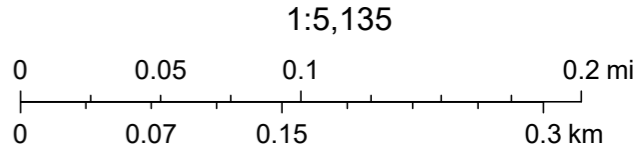
RESIDENTIAL LOTS		
SIZE	QUANTITY	
100' x 150' (FRONT LOADED)	124	
75' x 135' (REAR LOADED)	73	
75' x 135' (FRONT LOADED)	71	
65' x 130' (FRONT LOADED)	57	
50' x 120' (REAR LOADED)	131	
TOTAL NO. OF LOTS	456	

GREEN SPACE		
AREA	ACREAGE	USE
M	3.28	COMMON OPEN SPACE
O	23.37	COMMON OPEN SPACE
O-1	2.52	COMMON OPEN SPACE
O-2	3.34	COMMON OPEN SPACE
P	5.75	COMMON OPEN SPACE
Q	29.82	COMMON OPEN SPACE
Q-1	12.74	COMMON OPEN SPACE
80.81 TOTAL ACREAGE		

ArcGIS Web Map

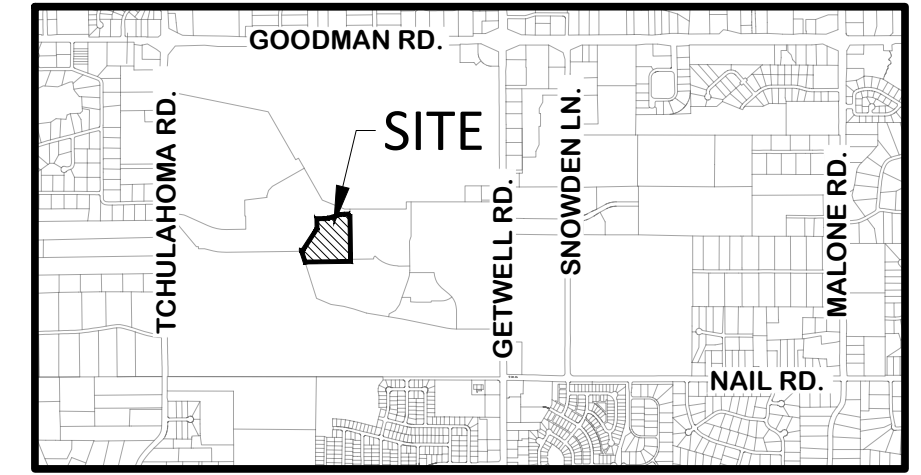


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FINAL PLAT
SILO SQUARE - PHASE 8
10.19 AC.± - 30 LOTS & 1 C.O.S.
ZONED P.U.D

LOCATED IN
 THE SOUTHWEST AND SOUTHEAST QUARTERS
 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
 CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI



VICINITY MAP
 N.T.S.

OWNER'S CERTIFICATE

I, BRIAN D. HILL, AUTHORIZED REPRESENTATIVE OF LIFESTYLE COMMUNITIES, LLC, THE OWNER OF THE PROPERTY AFFECTED BY THIS PLAT, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAYS FOR THE STREETS AS SHOWN ON THE PLAT TO THE PUBLIC USE FOREVER. WE ALSO RESERVE THE UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PUBLIC UTILITIES. I CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE PROPERTY AND THAT NO TAXES ARE DUE AND PAYABLE THIS THE _____ DAY OF _____, 20_____.

LIFESTYLE COMMUNITIES, LLC
 1074 THOUSAND OAKS DRIVE, SUITE 1
 HERNANDO, MS 38632

 AUTHORIZED REPRESENTATIVE
 BRIAN D. HILL

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 IS AUTHORIZED REPRESENTATIVE OF LIFESTYLE COMMUNITIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, AND ON BEHALF OF SAID LLC, AND ITS ACT AND DEED (HE)(SHE) EXECUTED THE FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY SO TO DO. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE _____ DAY OF _____, 20_____.

 NOTARY PUBLIC

 MY COMMISSION EXPIRES

 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 ON THE _____ DAY OF _____, 20 _____ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK _____, PAGE(S) _____ AT _____ AM / PM.

 CHANCERY COURT CLERK

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



EVERETTE D. WEST, IV, P.L.S. #3234

WEST SURVEYING, LLC.

185 Peek Road
 Red Banks, MS 38661

(901) 485-7616
 westsurveying@gmail.com

REVISIONS		SHEET NO.
	SURVEY: EW	1 OF 2
	DRWN: EW	
	CHKD:	
	DATE: OCTOBER 30, 2024	



- NOTES:**
- MINIMUM SETBACKS ARE AS FOLLOWS: (UNLESS OTHERWISE NOTED)
FRONT LOAD SINGLE FAMILY LOTS (8,450.0 SQ. FT. MIN., 65'x130' MIN.)
 FRONT 20'
 SIDE 5'
 REAR 20'
 A FRONT PORCH ENCROACHMENT UP TO 4' SHALL BE ALLOWED IN THE FRONT SETBACK.
 - A 10 FOOT WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE. A 5 FOOT WIDE UTILITY EASEMENT IS REQUIRED ALONG ALL SIDE AND ALL REAR LOT LINES. (UNLESS OTHERWISE NOTED)
 - WATER & SEWER SERVICE PROVIDED BY THE CITY OF SOUTHAVEN.
 - THIS PROPERTY IS NOT LOCATED IN A HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 28033C0079H, DATED MAY 5, 2014.
 - LAND USE: PHASE 8**
 6.30 AC: 30 RESIDENTIAL LOTS (LOTS 211-240)
 2.61 AC: 1 C.O.S. LOT, (LOT 241)
 1.28 AC: R.O.W.
 10.19 AC: TOTAL AREA
 - 1/2" REBAR SET AT ALL CORNERS UNLESS NOTED.
 - FIELD SURVEY COMPLETED: OCTOBER 30, 2024.
 - THIS IS A CLASS "B" SURVEY.
 - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
 - ALL DEEDS AND PLAT BOOK REFERENCES ARE FOUND AT THE CHANCERY CLERKS OFFICE OF DESOTO COUNTY, MISSISSIPPI. NO DEEDS, EASEMENTS, ETC WERE PROVIDED TO WEST SURVEYING, LLC. WE HAVE PROVIDED OUR OWN RESEARCH AND DO NOT GUARANTEE SAME AS TO ACCURACY OR COMPLETENESS AND HAVE ONLY SHOWN THOSE EASEMENTS AND/OR PARCEL LINES THAT ARE VISIBLE AND APPARENT AT THE TIME OF THE SURVEY.
 - BEARINGS REFERENCED BY GPS AND BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, US FOOT. AZIMUTH ORIENTATION IS FROM ZERO GRID NORTH. CONVERGENCE ANGLE 00°13'16.66". SCALE FACTOR = 0.99996533.
 - DISTANCES AND COORDINATES SHOWN ARE GRID VALUES, US SURVEY FEET, MISSISSIPPI STATE PLANE COORDINATES, WEST ZONE, NAD 83 DATUM.
 - IT IS THE RESPONSIBILITY OF THE BUILDER OF EACH LOT TO ENSURE THAT THE LOT IS SWALED AND GRADED PROPERLY TO DRAIN.

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	90.57'	200.00'	S 76°20'35" W	89.80'
C2	90.57'	200.00'	S 76°20'35" W	89.80'
C3	143.28'	425.00'	N 79°39'29" E	142.60'
C4	126.43'	375.00'	N 79°39'29" E	125.83'
C5	11.00'	7.00'	S 45°41'01" E	9.90'
C6	11.00'	7.00'	S 44°18'59" W	9.90'
C7	68.79'	229.32'	S 82°11'45" W	68.53'
C8	39.87'	225.00'	S 68°26'46" W	39.82'
C9	66.45'	174.98'	S 74°14'53" W	66.05'
C10	12.80'	175.00'	S 87°13'17" W	12.79'
C11	6.82'	7.00'	N 62°45'36" W	6.56'
C12	52.74'	50.00'	N 65°03'16" W	50.33'
C13	64.47'	50.00'	S 47°47'26" W	60.09'
C14	20.14'	50.00'	S 00°41'01" E	20.00'
C15	64.47'	50.00'	S 49°09'28" E	60.09'
C16	52.74'	50.00'	N 63°41'13" E	50.33'
C17	6.82'	7.00'	N 61°23'34" E	6.56'
C18	12.80'	224.98'	N 87°41'19" E	12.79'
C19	66.63'	224.98'	N 77°34'29" E	66.39'
C20	22.47'	225.00'	N 66°13'49" E	22.46'
C21	16.68'	175.00'	N 66°06'04" E	16.68'
C22	62.56'	175.19'	N 79°04'27" E	62.23'
C23	11.23'	7.01'	S 44°43'31" E	10.07'
C24	11.00'	7.00'	S 44°18'59" W	9.90'
C25	6.82'	7.00'	N 62°45'36" W	6.56'
C26	52.74'	50.00'	N 65°03'16" W	50.33'
C27	64.47'	50.00'	S 47°47'26" W	60.09'
C28	20.14'	50.00'	S 00°41'01" E	20.00'
C29	64.47'	50.00'	S 49°09'28" E	60.09'
C30	52.74'	50.00'	N 63°41'13" E	50.33'
C31	6.82'	7.00'	N 61°23'34" E	6.56'
C32	11.00'	7.00'	S 45°41'01" E	9.90'

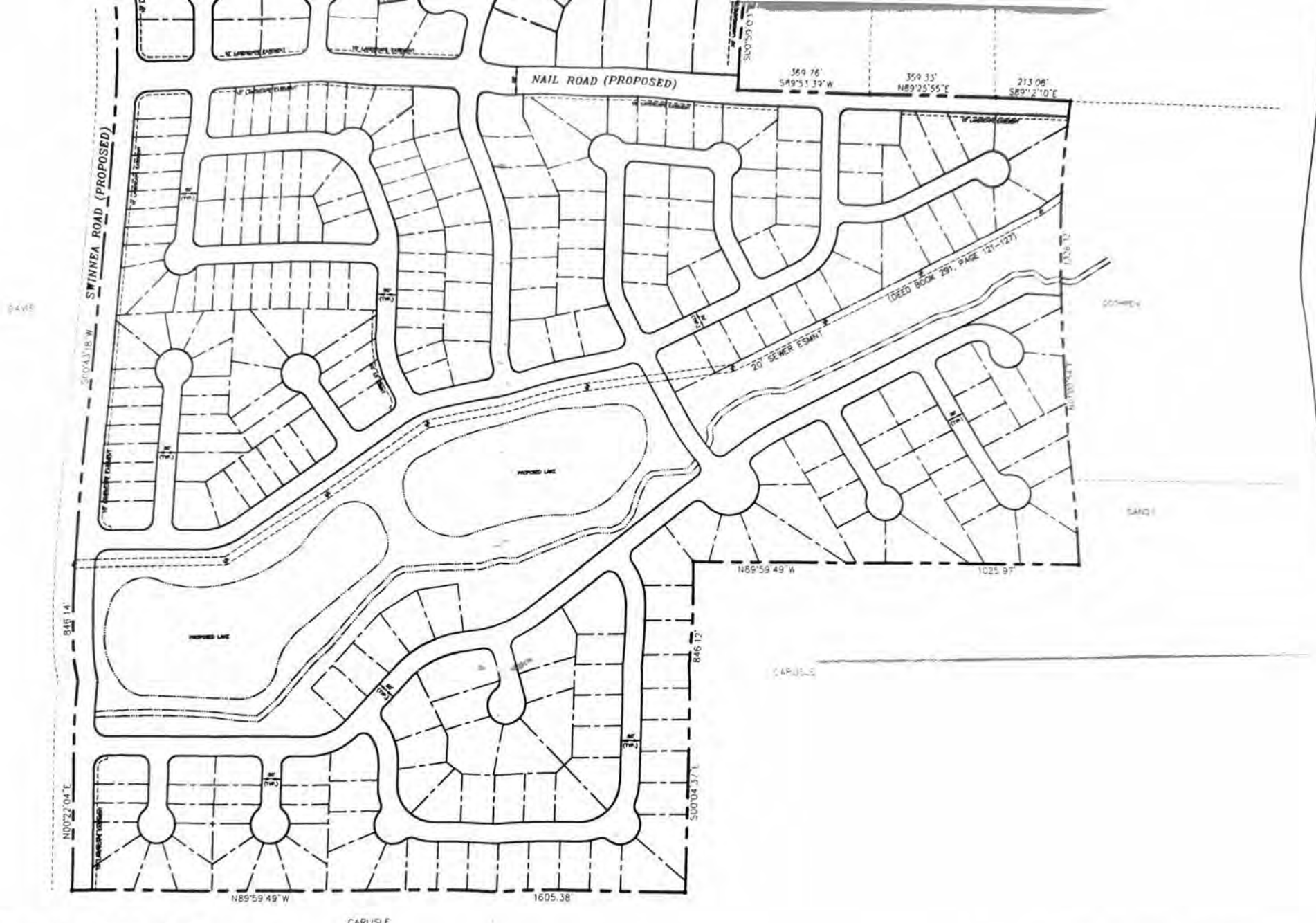
**FINAL PLAT
 SILO SQUARE - PHASE 8
 10.19 AC.± - 30 LOTS & 1 C.O.S.
 ZONED P.U.D.**

LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS
 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
 CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

City of Southaven
Office of Planning and Development
Subdivision Staff Report

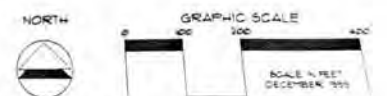


Date of Hearing:	December 17, 2024
Public Hearing Body:	Board of Alderman
Applicant:	Lifestyle Communities, LLC 1074 Thousand Oaks Drive Hernando, MS 389632 662-429-2332
Total Acreage:	14.77 acres
Existing Zone:	Planned Unit Development (Worthington Estates)
Location of Subdivision Application	East side of Nail Road, south of Goodman Road
Comprehensive Plan Designation:	Medium Density Residential
Staff Comments:	
<p>The applicant is requesting subdivision approval for Worthington Estates Section “H” on the east side of Swinnea Road, south of Goodman Road. This section consists of 14.77 acres of property with 37 lots and one common open space. The overall PUD for Worthington Estates was approved in 1998 with an access as shown in this plan; however, the original plan identified three coves off of this main drive and a circular drive on the interior space. This proposed plat removed the coves and increased the circular drive design to allow lot access off of two singular residential streets instead. A second final phase to the east will provide the completed circular drive. The lots sizes have remained consistent with the overall plan with a slight increase overall and the amount of lots will decrease due to the redesign. There is a large common open space at the southeast end of the overall area which encompasses 2.02 acres of natural area. A future common open space is shown to the north of this section which will contact wet detention areas and walking paths.</p>	
Staff Recommendations:	
<p>Staff discussed this option with the designer for this phase and the future phase. From a traffic circulation and emergency services standpoint, the re-design is cleaner and makes more sense. The road dedication for Swinnea Road has been identified along the linear frontage of the entire area which extends north past the entrance and along the detention area shown on the master plan.</p>	
<p>It is staff recommendation to approve as submitted.</p>	



PRELIMINARY SITE PLAN
WORTHINGTON ESTATES
 PLANNED DEVELOPMENT
 SOUTHAVEN, MISSISSIPPI

WORTHINGTON ESTATES, LLC
 P.O. BOX 167
 SOUTHAVEN, MS. 38671



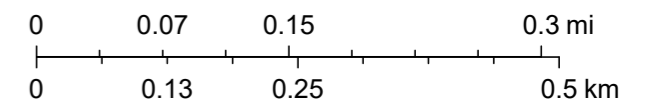
DEVELOPMENT GRAPHIC PREPARED TO ILLUSTRATE DEVELOPMENT POTENTIAL AND IS SUBJECT TO FINAL DESIGN AND APPROVAL. THIS DOCUMENT IS THE PROPERTY OF DAUGHTER THOMAS DAW AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE BOUNDARY AND TOPOGRAPHIC DATA PROVIDED BY THE

ArcGIS Web Map



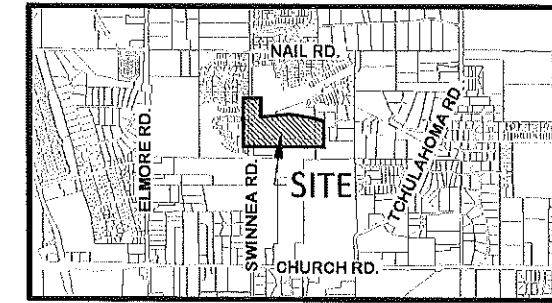
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**FINAL PLAT
SECTION "H" - PHASE 1
WORTHINGTON SUBDIVISION
14.77 AC.± - 37 LOTS & 1 C.O.S.
ZONED P.U.D**

LOCATED IN THE
NORTHWEST QUARTER OF SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 7 WEST,
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI



VICINITY MAP
N.T.S.

OWNER'S CERTIFICATE

I, BRIAN D. HILL, AUTHORIZED REPRESENTATIVE OF LIFESTYLE COMMUNITIES, LLC, THE OWNER OF THE PROPERTY AFFECTED BY THIS PLAT, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAYS FOR THE STREETS AS SHOWN ON THE PLAT TO THE PUBLIC USE FOREVER. WE ALSO RESERVE THE UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PUBLIC UTILITIES. I CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE PROPERTY AND THAT NO TAXES ARE DUE AND PAYABLE THIS THE _____ DAY OF _____, 20____.

LIFESTYLE COMMUNITIES, LLC
1074 THOUSAND OAKS DRIVE, SUITE 1
HERNANDO, MS 38632

AUTHORIZED REPRESENTATIVE
BRIAN D. HILL

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 IS AUTHORIZED REPRESENTATIVE OF LIFESTYLE COMMUNITIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, AND ON BEHALF OF SAID LLC, AND ITS ACT AND DEED (HE)(SHE) EXECUTED THE FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY SO TO DO. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

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 ON THE _____ DAY OF _____, 20____ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK _____, PAGE(S) _____ AT _____ AM / PM.

CHANCERY COURT CLERK

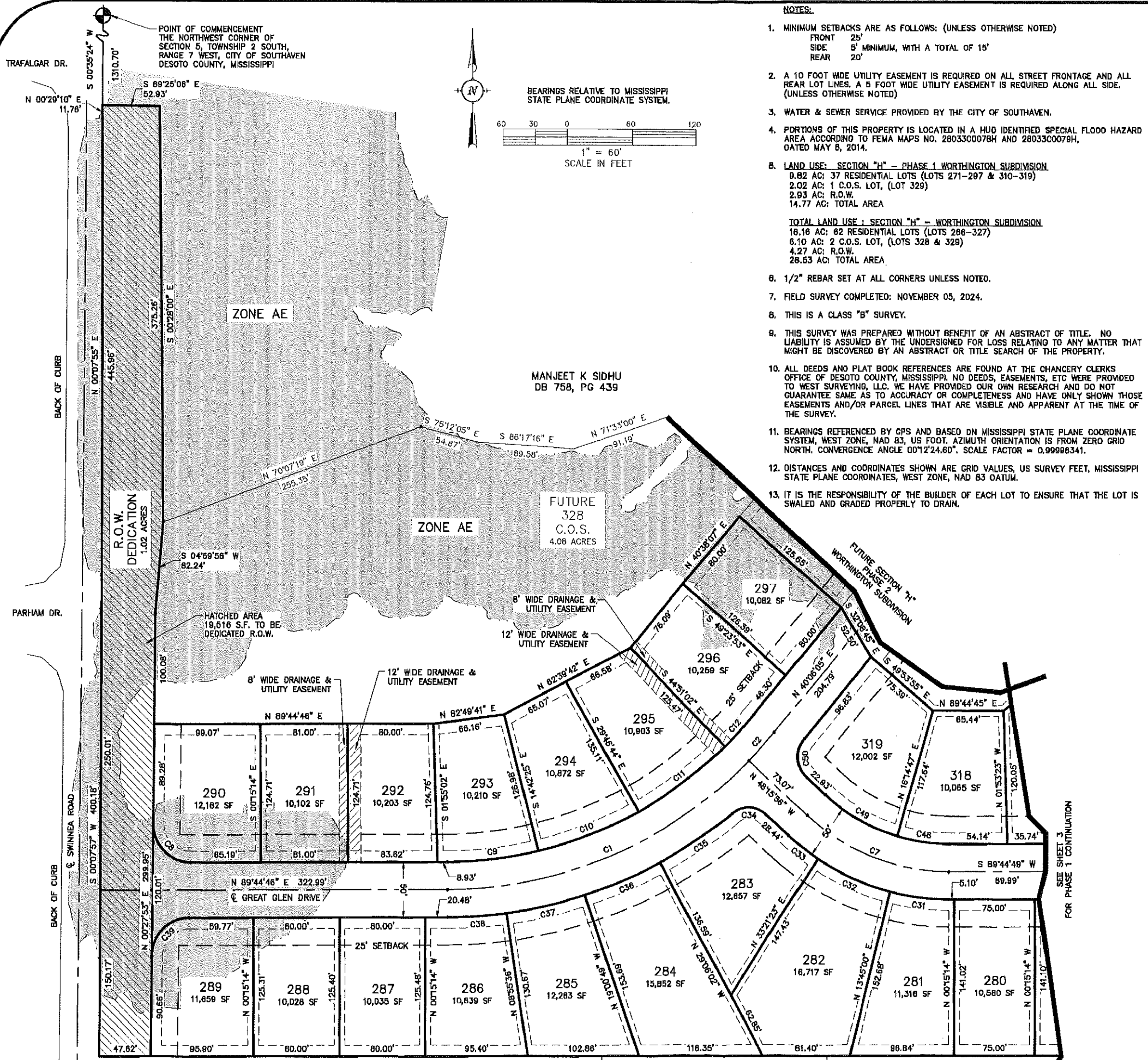
SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



EVERETTE D. WEST, IV, P.L.S. #3234

<p align="center">WEST SURVEYING, LLC.</p> <p align="center">185 Peek Road Red Banks, MS 38661</p> <p align="center">(901) 485-7616 westsurveying@gmail.com</p>										
		<p>SHEET NO. 1 OF 3</p>								
<p>REVISIONS</p> <table border="1"> <tr><td> </td><td>SURVEY: EW</td></tr> <tr><td> </td><td>DRWN: EW</td></tr> <tr><td> </td><td>CHKD: </td></tr> <tr><td> </td><td>DATE: NOV. 05, 2024</td></tr> </table>		SURVEY: EW		DRWN: EW		CHKD:		DATE: NOV. 05, 2024		
	SURVEY: EW									
	DRWN: EW									
	CHKD:									
	DATE: NOV. 05, 2024									



- NOTES:**
- MINIMUM SETBACKS ARE AS FOLLOWS: (UNLESS OTHERWISE NOTED)
FRONT 25'
SIDE 5' MINIMUM, WITH A TOTAL OF 15'
REAR 20'
 - A 10 FOOT WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE AND ALL REAR LOT LINES. A 5 FOOT WIDE UTILITY EASEMENT IS REQUIRED ALONG ALL SIDE. (UNLESS OTHERWISE NOTED)
 - WATER & SEWER SERVICE PROVIDED BY THE CITY OF SOUTHAVEN.
 - PORTIONS OF THIS PROPERTY IS LOCATED IN A HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS NO. 28033C0078H AND 28033C0079H, DATED MAY 5, 2014.
 - LAND USE: SECTION "H" - PHASE 1 WORTHINGTON SUBDIVISION
0.82 AC: 37 RESIDENTIAL LOTS (LOTS 271-287 & 310-319)
2.02 AC: 1 C.O.S. LOT, (LOT 329)
2.93 AC: R.O.W.
14.77 AC: TOTAL AREA

TOTAL LAND USE: SECTION "H" - WORTHINGTON SUBDIVISION
18.16 AC: 62 RESIDENTIAL LOTS (LOTS 266-327)
6.10 AC: 2 C.O.S. LOT, (LOTS 328 & 329)
4.27 AC: R.O.W.
28.53 AC: TOTAL AREA
 - 1/2" REBAR SET AT ALL CORNERS UNLESS NOTED.
 - FIELD SURVEY COMPLETED: NOVEMBER 05, 2024.
 - THIS IS A CLASS "B" SURVEY.
 - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
 - ALL DEEDS AND PLAT BOOK REFERENCES ARE FOUND AT THE CHANCERY CLERKS OFFICE OF DESOTO COUNTY, MISSISSIPPI. NO DEEDS, EASEMENTS, ETC WERE PROVIDED TO WEST SURVEYING, LLC. WE HAVE PROVIDED OUR OWN RESEARCH AND DO NOT GUARANTEE SAME AS TO ACCURACY OR COMPLETENESS AND HAVE ONLY SHOWN THOSE EASEMENTS AND/OR PARCEL LINES THAT ARE VISIBLE AND APPARENT AT THE TIME OF THE SURVEY.
 - BEARINGS REFERENCED BY GPS AND BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, US FOOT. AZIMUTH ORIENTATION IS FROM ZERO GRID NORTH. CONVERGENCE ANGLE 00°12'24.80". SCALE FACTOR = 0.99998341.
 - DISTANCES AND COORDINATES SHOWN ARE GRID VALUES, US SURVEY FEET, MISSISSIPPI STATE PLANE COORDINATES, WEST ZONE, NAD 83 DATUM.
 - IT IS THE RESPONSIBILITY OF THE BUILDER OF EACH LOT TO ENSURE THAT THE LOT IS SWALED AND GRADED PROPERLY TO DRAIN.

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C01	311.46'	400.00'	N 87°28'22" E	303.66'
C02	35.13'	400.00'	N 42°37'01" E	35.12'
C03	378.00'	600.00'	N 88°00'22" E	368.92'
C04	138.80'	800.00'	N 82°32'17" E	138.49'
C05	204.83'	178.00'	N 33°10'21" E	193.17'
C06	90.62'	228.00'	N 78°12'33" E	90.01'
C07	144.90'	200.00'	S 89°01'13" E	141.78'
C08	65.42'	35.00'	S 44°53'41" E	49.81'
C09	85.68'	376.00'	N 83°12'34" E	85.38'
C10	99.60'	378.00'	N 69°04'17" E	99.21'
C11	100.06'	378.00'	N 63°46'32" E	98.77'
C12	39.78'	378.00'	N 43°08'28" E	39.78'
C13	1.52'	825.00'	N 40°10'16" E	1.82'
C14	78.30'	825.00'	N 43°44'17" E	78.28'
C15	78.92'	825.00'	N 50°42'55" E	78.88'
C16	78.98'	825.00'	N 57°40'37" E	78.91'
C17	78.00'	825.00'	N 84°38'31" E	78.95'
C18	79.70'	825.00'	N 71°46'58" E	79.74'
C19	5.13'	825.00'	N 75°40'31" E	5.13'
C20	48.17'	825.00'	N 78°07'07" E	48.18'
C21	78.28'	825.00'	N 63°49'17" E	78.20'
C22	20.17'	825.00'	N 88°14'27" E	20.16'
C23	39.33'	825.00'	N 44°08'33" E	38.40'
C24	9.78'	200.00'	S 01°04'19" W	9.78'
C25	71.82'	200.00'	S 12°42'52" W	71.14'
C26	71.28'	200.00'	S 33°10'08" W	70.90'
C27	71.28'	200.00'	S 63°35'10" W	70.90'
C28	10.03'	200.00'	S 65°14'08" W	10.03'
C29	40.07'	250.00'	S 71°16'49" W	40.03'
C30	80.81'	250.00'	S 82°48'05" W	80.48'
C31	65.40'	225.00'	N 82°44'54" W	66.28'
C32	73.70'	225.00'	N 60°16'36" W	73.37'
C33	34.01'	225.00'	N 52°35'46" W	33.98'
C34	35.16'	25.00'	N 88°33'08" W	32.33'
C35	80.34'	425.00'	S 58°34'39" W	80.22'
C36	76.46'	425.00'	S 67°04'51" W	76.38'
C37	78.02'	425.00'	S 77°13'30" W	74.82'
C38	55.37'	425.00'	S 88°00'00" W	55.33'
C39	54.84'	35.00'	S 45°08'19" W	48.19'
C40	117.89'	345.00'	N 28°04'02" E	117.12'
C41	132.02'	345.00'	N 48°48'09" E	131.22'
C42	35.58'	345.00'	N 63°43'08" E	35.55'
C43	39.49'	25.00'	S 46°34'59" E	35.81'
C44	63.98'	150.00'	S 09°58'41" W	63.69'
C45	121.43'	150.00'	S 43°28'47" W	118.14'
C46	18.86'	200.00'	S 68°58'38" W	18.86'
C47	84.88'	200.00'	S 80°28'54" W	84.40'
C48	48.83'	178.00'	N 81°44'52" W	48.88'
C49	77.85'	178.00'	N 81°00'35" W	77.21'
C50	38.86'	25.00'	N 04°04'58" W	34.85'
C51	92.57'	675.00'	N 44°42'47" E	92.47'
C52	92.57'	675.00'	N 53°58'12" E	92.47'
C53	85.27'	675.00'	N 61°48'02" E	85.24'
C54	85.08'	675.00'	N 68°17'38" E	85.03'
C55	43.91'	678.00'	N 73°43'23" E	43.90'
C56	71.20'	678.00'	N 76°27'28" E	71.16'
C57	81.82'	678.00'	N 88°05'07" E	81.78'

FINAL PLAT
SECTION "H" - PHASE 1
WORTHINGTON SUBDIVISION
14.77 AC.± - 37 LOTS & 1 C.O.S.
ZONED P.U.D.
LOCATED IN THE
NORTHWEST QUARTER OF SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 7 WEST,
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI
NOVEMBER 05, 2024
SHEET 2 OF 3

VERIA HAILEY
DB 559, PG 789

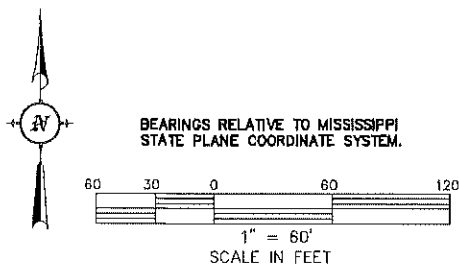
GREGORY S HAILEY
DB 601, PG 1

NOTES:

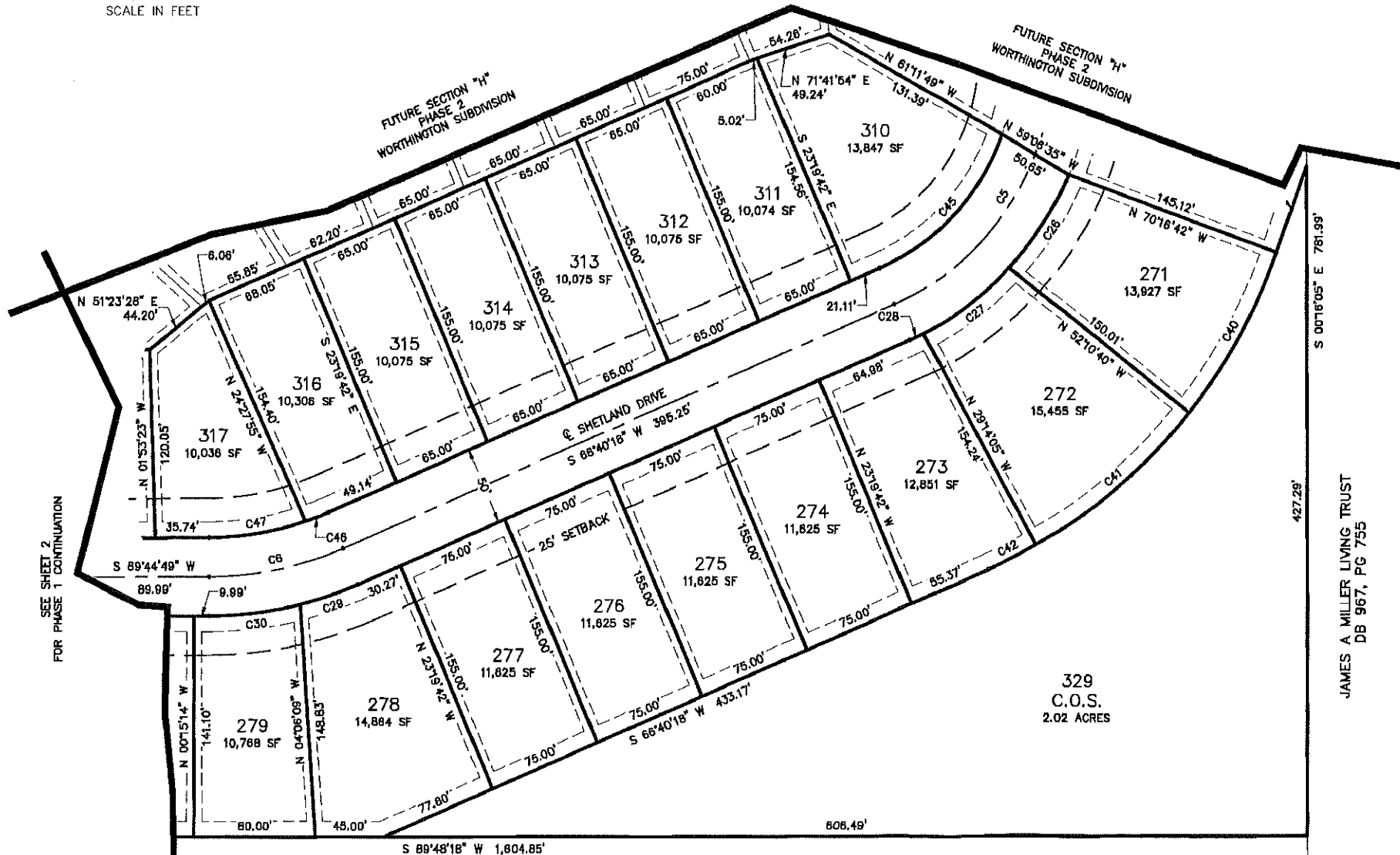
- MINIMUM SETBACKS ARE AS FOLLOWS: (UNLESS OTHERWISE NOTED)
 FRONT 25'
 SIDE 5' MINIMUM, WITH A TOTAL OF 15'
 REAR 20'
- A 10 FOOT WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE AND ALL REAR LOT LINES. A 5 FOOT WIDE UTILITY EASEMENT IS REQUIRED ALONG ALL SIDE. (UNLESS OTHERWISE NOTED)
- WATER & SEWER SERVICE PROVIDED BY THE CITY OF SOUTHAVEN.
- PORTIONS OF THIS PROPERTY IS LOCATED IN A HAZARDOUS SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS NO. 28033C0078H AND 28033C0079H, DATED MAY 5, 2014.
- LAND USE: SECTION "H" - PHASE 1 WORTHINGTON SUBDIVISION
 9.82 AC: 37 RESIDENTIAL LOTS (LOTS 271-297 & 310-319)
 2.02 AC: 1 C.O.S. LOT, (LOT 328)
 2.93 AC: R.O.W.
 14.77 AC: TOTAL AREA

 TOTAL LAND USE: SECTION "H" - WORTHINGTON SUBDIVISION
 18.16 AC: 82 RESIDENTIAL LOTS (LOTS 288-327)
 6.10 AC: 2 C.O.S. LOT, (LOTS 328 & 329)
 4.27 AC: R.O.W.
 28.53 AC: TOTAL AREA
- 1/2" REBAR SET AT ALL CORNERS UNLESS NOTED.
- FIELD SURVEY COMPLETED: NOVEMBER 05, 2024.
- THIS IS A CLASS "B" SURVEY.

- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
- ALL DEEDS AND PLAT BOOK REFERENCES ARE FOUND AT THE CHANCERY CLERKS OFFICE OF DESOTO COUNTY, MISSISSIPPI. NO DEEDS, EASEMENTS, ETC WERE PROVIDED TO WEST SURVEYING, LLC. WE HAVE PROVIDED OUR OWN RESEARCH AND DO NOT GUARANTEE SAME AS TO ACCURACY OR COMPLETENESS AND HAVE ONLY SHOWN THOSE EASEMENTS AND/OR PARCEL LINES THAT ARE VISIBLE AND APPARENT AT THE TIME OF THE SURVEY.
- BEARINGS REFERENCED BY GPS AND BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, US FOOT. AZIMUTH ORIENTATION IS FROM ZERO GRID NORTH. CONVERGENCE ANGLE 00°12'24.60". SCALE FACTOR = 0.99998341.
- DISTANCES AND COORDINATES SHOWN ARE GRID VALUES, US SURVEY FEET, MISSISSIPPI STATE PLANE COORDINATES, WEST ZONE, NAD 83 DATUM.
- IT IS THE RESPONSIBILITY OF THE BUILDER OF EACH LOT TO ENSURE THAT THE LOT IS SWALED AND GRADED PROPERLY TO DRAIN.



BEARINGS RELATIVE TO MISSISSIPPI STATE PLANE COORDINATE SYSTEM.
 1" = 60'
 SCALE IN FEET



SEE SHEET 2 FOR PHASE 1 CONTINUATION

JAMES A MILLER LIVING TRUST
 DB 967, PG 755

JIMMIE D HAILEY

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	311.48'	400.00'	N 87°28'22" E	303.88'
C2	35.13'	400.00'	N 42°37'01" E	35.12'
C3	375.00'	600.00'	N 88°00'22" E	368.92'
C4	138.80'	600.00'	N 82°32'17" E	138.40'
C5	204.83'	175.00'	N 33°10'21" E	193.17'
C6	80.82'	225.00'	N 78°12'33" E	80.01'
C7	144.00'	200.00'	S 69°01'13" E	141.78'
C8	65.42'	35.00'	S 44°53'41" E	49.81'
C9	85.58'	375.00'	N 83°12'34" E	85.38'
C10	89.50'	375.00'	N 69°04'17" E	98.21'
C11	100.08'	375.00'	N 53°49'32" E	98.77'
C12	39.79'	375.00'	N 43°08'29" E	39.78'
C13	1.52'	825.00'	N 40°10'15" E	1.62'
C14	78.30'	825.00'	N 43°44'17" E	78.28'
C15	75.92'	825.00'	N 50°42'55" E	75.88'
C16	75.98'	825.00'	N 57°40'37" E	75.91'
C17	78.00'	825.00'	N 64°38'31" E	75.95'
C18	78.79'	825.00'	N 71°48'58" E	78.74'
C19	5.13'	825.00'	N 75°40'31" E	5.13'
C20	48.17'	825.00'	N 78°07'07" E	48.18'
C21	78.28'	825.00'	N 83°49'17" E	78.20'
C22	20.17'	825.00'	N 88°14'27" E	20.18'
C23	38.33'	25.00'	N 44°05'33" E	38.40'
C24	9.78'	200.00'	S 01°04'18" W	8.78'
C25	71.52'	200.00'	S 12°42'52" W	71.14'
C26	71.28'	200.00'	S 33°10'08" W	70.80'
C27	71.28'	200.00'	S 53°35'18" W	70.80'
C28	10.03'	200.00'	S 65°14'08" W	10.03'
C29	40.07'	250.00'	S 71°15'49" W	40.03'
C30	60.81'	250.00'	S 82°48'05" W	60.46'
C31	58.40'	225.00'	N 82°44'54" W	55.28'
C32	73.70'	225.00'	N 68°18'36" W	73.37'
C33	34.01'	225.00'	N 52°35'46" W	33.98'
C34	35.18'	25.00'	N 68°33'08" W	32.33'
C35	80.34'	425.00'	S 58°34'39" W	80.22'
C36	75.48'	425.00'	S 67°04'51" W	76.38'
C37	78.02'	425.00'	S 77°13'30" W	74.92'
C38	85.37'	425.00'	S 88°00'50" W	85.33'
C39	54.54'	35.00'	S 48°08'19" W	49.19'
C40	117.89'	345.00'	N 28°04'02" E	117.12'
C41	132.02'	345.00'	N 48°48'09" E	131.22'
C42	35.58'	345.00'	N 83°43'08" E	35.55'
C43	38.49'	25.00'	S 48°34'59" E	35.51'
C44	63.98'	150.00'	S 09°58'41" W	63.69'
C45	121.43'	150.00'	S 43°28'47" W	118.14'
C46	15.86'	200.00'	S 68°58'38" W	15.66'
C47	64.68'	200.00'	S 80°28'54" W	64.40'
C48	48.83'	175.00'	N 81°44'52" W	48.68'
C49	77.85'	175.00'	N 61°00'35" W	77.21'
C50	38.58'	25.00'	N 04°04'56" W	34.88'
C51	92.57'	575.00'	N 44°42'47" E	92.47'
C52	92.57'	575.00'	N 53°56'12" E	92.47'
C53	83.27'	575.00'	N 61°48'02" E	85.24'
C54	65.08'	575.00'	N 68°17'38" E	65.03'
C55	43.91'	575.00'	N 73°43'23" E	43.80'
C56	71.20'	575.00'	N 79°27'29" E	71.18'
C57	51.52'	575.00'	N 88°05'07" E	51.79'

FINAL PLAT
 SECTION "H" - PHASE 1
 WORTHINGTON SUBDIVISION
 14.77 AC.± - 37 LOTS & 1 C.O.S.
 ZONED P.U.D.
 LOCATED IN THE
 NORTHWEST QUARTER OF SECTION 5,
 TOWNSHIP 2 SOUTH, RANGE 7 WEST,
 CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI
 NOVEMBER 05, 2024
 SHEET 3 OF 3

Company Name: City of Southaven

Order # OID-0011324217

Service Location:

Address 1 1855 VETERANS DR
 Address 2 _____
 City SOUTHAVEN
 State MS
 Zip 38671
 Primary Contact Name Brent Vickers
 Primary Contact Phone (662) 393-8652
 Primary Contact Email lcunningham@southaven.org

Billing Location:

Address 1 8710 Northwest Dr
 Address 2 _____
 City Southaven
 State MS
 Zip 38671
 Billing Contact Name Wendy Haire
 Billing Contact Phone (662) 393-8652
 Billing Contact Email whaire@southaven.org
 Tax Exempt Yes

Service Term 24 Months

Package Code: 9476108822

Package & Promotion Details
<p>Data, Voice, SecurityEdge Package for discounted rate of \$99 for months 1-12, increasing to \$109 for months 13-24, increasing to then regular rate in month 25. Equipment, installation, taxes and applicable fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other charges extra and subject to change. Package includes Business Internet Standard (download speed up to 300 Mbps), 1 Mobility Line, and SecurityEdge. 2 year term agreement required. Additional services may be added to qualifying bundles: Two or more Mobility Lines \$25 each/mo. After 24 months, monthly service charge increases to regular rate for each additional service. Additional \$10 monthly discount with enrollment in both paperless billing and automatic payments with bank account via https://business.comcast.com/myaccount within 30 days of service installation. If either paperless billing or automatic payment service is cancelled, or automatic payment method is changed to credit or debit card, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher who activate new Comcast Business Mobile service with minimum one Mobile Unlimited line. Mobile discount applied to Comcast Business Internet bill for 12 months. Limit one discount per account. Mobile Unlimited lines must be activated within 90 days of Internet installation to qualify for the mobile discount. After 12 months, or if any of the required services are cancelled or downgraded, or if Unlimited service is switched to By the Gig, the mobile discount will be removed. Comcast Business Internet must be installed by 4/28/2025 to qualify for the mobile discount.</p>
Customer Initials _____

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data, Voice, SecurityEdge Package	Business Internet Standard	1	\$ 99.00	\$ 0.00
	Mobility Lines	1		
	SecurityEdge Service Fee	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Business Voice			
Equipment Fee	1	\$ 24.95	
Mobility Line(s)	4	\$ 100.00	
Business Voice Sub Total		\$ 124.95	0.00

Additional Fees			
Professional Installation	1	\$ 0.00	\$ 129.95
Total Additional Charge		\$ 124.95	\$ 129.95

Company Name: City of Southaven

Order # OID-0011324217

	Monthly Service Charge¹	Non-Recurring Charge²
Total Charge for Service Order	\$ 223.95	\$ 129.95

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

Company Name: City of Southaven **Order #** OID-0011324217

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

7. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

911 Notice

911 Email Notification- If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

Your Comcast voice service ("Voice Service") may have the following 911 limitations:

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

Registered Service Location Updates- The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:

- Calling Comcast at 1-888-824-8104

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index .	
Signature	
Name	
Title	
Date	

FOR COMCAST USE ONLY	
Sales Representative	Anthony Paoletta
Sales Representative Code	005A0000002srKSIAY
Sales Manager/Director Name	SalesManager
Sales Manager/Director	Approved
Division	
SmartOffice License	

CompanyName:

City of Southaven

Order #:

OID-0011324217

Toll Free #	Calling Originating Area	Associated TN
-------------	--------------------------	---------------

Company Name: City of Southaven

Order # OID-0011324217

LETTER OF AGENCY

Please print or type the following information **All blank spaces must be completed.**

Billing Name ("Company"): Southaven PD

Billing Address: 1855 VETERANS DR

City: SOUTHAVEN **State:** MS **Zip:** 38671

If Company is switching its current phone number(s) to Comcast, please print the telephone number(s) and the name(s) of Company's current local and long distance phone service providers in the spaces below.

Area code(s) and telephone number(s) Company wants switched to Comcast (you may also insert a number range, e.g., 215-555-0000 thru 215-555-9999):

Telephone Number	Current Local Provider
6623936360	GTT
6623936566	GTT
6623936375	GTT
6623936367	GTT
6623936378	GTT

Please read the following information:

The undersigned is an authorized representative of the Company. Company chooses Comcast for all its landline calling needs across town, across the country, and worldwide for the telephone number(s) listed above (if applicable). Company understands that Comcast will take the place of its current landline phone service provider(s) for local, local toll, and long distance services. Company understands that, for each of these services, it may designate only one provider per service for any one telephone number. Company also understands that the service provided by Comcast includes all distances, which means that Company may only designate one provider for all of its calling needs for any one telephone number.

The undersigned signature on this form authorizes Comcast to act as Company's agent in making the changes from Company's current service provider(s), and to switch Company's telephone number(s), listed above (if applicable), to Comcast. Company understands that its current service provider(s) may charge a fee to switch its service to Comcast and that Company may consult that provider as to whether a fee will apply.

Please sign here:

Authorized Representative's Signature: _____ **Date:** _____

Authorized Representative's Name (Print): _____

Authorized Representative's Title (Print): _____

SUMMARY CONTRACT CHANGE ORDER

DATE:	12/9/2024	ORDER NO.	1 & Final
CONTRACT FOR:	TRAFFIC SIGNAL IMPROVEMENTS		
OWNER:	CITY OF SOUTHAVEN, MISSISSIPPI		
CONTRACTOR:	LEWIS ELECTRIC, INC		

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

Description of Changes (Supplemental Plans and Specifications Attached)		DECREASE in Contract Price	INCREASE in Contract Price
2.1	Clearing and Grubbing	\$ 600.00	\$ -
6.1	Solid Sodding	\$ 350.00	\$ -
8.1	Thermoplastic Detail Stripe, White	\$ -	\$ 1,000.00
9.1	Thermoplastic Legend, White, Stop Bar 24"	\$ 1,072.00	\$ -
17.1	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 3 Conductor	\$ -	\$ 93.00
18.1	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	\$ -	\$ 759.00
21.1	Traffic Signal Conduit, Underground, Rolled Pipe, 3"	\$ -	\$ 80.00
22.1	Traffic Signal Conduit, Underground, Type 4, 3"	\$ -	\$ 340.00
23.1	Traffic Signal Conduit, Underground, Type 4, 1"	\$ -	\$ 462.00
26.1	Type 1 Optical Detector Cable	\$ -	\$ 126.00
29.1	Video Vehicle Detection Cable	\$ -	\$ 87.00
31.1	Multi-Sensor Vehicle Detection Cable	\$ -	\$ 132.00
34.1	Contingency Allowance	\$ 10,000.00	\$ -
2.2	Clearing and Grubbing	\$ 600.00	\$ -
6.2	Solid Sodding	\$ 350.00	\$ -
7.2	Thermoplastic Traffic Stripe, Continuous Yellow	\$ -	\$ 4.00
9.2	Thermoplastic Detail Stripe, Yellow	\$ -	\$ 1,150.00
10.2	Thermoplastic Legend, White, Stop Bar 24"	\$ 16.00	\$ -
11.2	Thermoplastic Legend, White	\$ -	\$ 1,051.20
17.2	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 3 Conductor	\$ -	\$ 126.00
18.2	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	\$ -	\$ 510.00
21.2	Traffic Signal Conduit, Underground, Rolled Pipe, 3"	\$ 1,820.00	\$ -
22.2	Traffic Signal Conduit, Underground, Type 4, 3"	\$ 80.00	\$ -
23.2	Traffic Signal Conduit, Underground, Type 4, 1"	\$ -	\$ 1,246.00
26.2	Type 1 Optical Detector Cable	\$ -	\$ 4.00
29.2	Video Vehicle Detection Cable	\$ -	\$ 93.00
31.2	Multi-Sensor Vehicle Detection Cable	\$ -	\$ 123.00
34.2	Utility Relocation Allowance	\$ 25,000.00	\$ -
35.2	Contingency Allowance	\$ 4,000.00	\$ -
2.3	Clearing and Grubbing	\$ 600.00	\$ -
6.3	Solid Sodding	\$ 350.00	\$ -
7.3	Thermoplastic Traffic Stripe, Continuous Yellow	\$ 4.00	\$ -
8.3	Thermoplastic Detail Stripe, White	\$ 1,000.00	\$ -
9.3	Thermoplastic Legend, White, Stop Bar 24"	\$ 2,160.00	\$ -
10.3	Thermoplastic Legend, White	\$ 1,094.40	\$ -
17.3	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 3 Conductor	\$ -	\$ 150.00
18.3	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	\$ -	\$ 837.00
21.3	Traffic Signal Conduit, Underground, Rolled Pipe, 3"	\$ 160.00	\$ -
22.3	Traffic Signal Conduit, Underground, Type 4, 3"	\$ 320.00	\$ -
23.3	Traffic Signal Conduit, Underground, Type 4, 1"	\$ -	\$ 672.00
26.3	Type 1 Optical Detector Cable	\$ -	\$ 204.00
29.3	Video Vehicle Detection Cable	\$ -	\$ 162.00
31.3	Multi-Sensor Vehicle Detection Cable	\$ -	\$ 126.00
34.3	Contingency Allowance	\$ 5,171.00	\$ -
TOTALS		\$ 54,747.40	\$ 9,537.20
NET CHANGE IN CONTRACT PRICE			\$ (45,210.20)

JUSTIFICATION: This change order adjust final quantities for the closeout of this contract

The amount of the contract will be (Decreased) ~~(Increased)~~ by the sum of Forty Five Thousand Two Hundred Ten Dollars and Twenty Cents Dollars \$ (45,210.20)

The contract total including this and previous change orders will be: Six Hundred Eighty Two Thousand Two Hundred Seventy Nine Dollars and Eighty Cents Dollars \$ 682,279.80

The contract period provided for completion will be ~~(Increased)~~ ~~(Decreased)~~ (Unchanged) 0 Days

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

Accepted

Chase Ball

Recommended

(Owner's Architect/Engineer)

Accepted

12/12/24

(Date)

12/11/24

(Date)

(Date)



December 13, 2024
C-L Project No. 110921-608

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

REFERENCE: CHERRY VALLEY PARK PROPOSED PUMP TRACK & SKATE PARK IMPROVEMENTS
CITY OF SOUTHAVEN – AWARD RECOMMENDATION

Dear Mayor Musselwhite,

Civil-Link has finalized the scoping details for the above-referenced project. Based on these negotiations and the ratings of the proposals, we recommend the award of the proposal to American Ramp Company with the best proposal of **\$900,000.00**. Upon the City's approval to award this project, Civil-Link will notify each bidder of the results of the proposal.

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 "Danny Cordell", is written over the typed name.

Danny Cordell, PE, PS
President

8.

Agreements with JPMorgan
Chase and Ticketmaster



January 3, 2025

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 2024 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, 2024.

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 2024 to be filed on or before March 28, 2025.

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



By: _____

Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____

Mayor

Dated: _____

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: _____

Dated: _____

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.

10. Planning Agenda

11.
Mayor's
Report

DONATION DOCKET 01/07/2025

Date of Donation	Donation Item	Money Donation	Person / Entity Making Donation	Department	Budget Code
12/30/2024	Check	\$2,000.00	KIMBERLY MONKMAN	Animal Shelter	511-611000
Total		\$2,000.00			

Personnel Docket

January 7, 2025

New Hire	Department	Position Title	Start Date	Rate of Pay
Jesse Arnold	Fire	Fire Fighter II	TBD	\$19.22
Catlin Carlisle	Fire	Medic I	TBD	\$24.87
Nathan Deline	Fire	Fire Fighter II	TBD	\$19.22
Kenny Hall	Fire	Fire Fighter II	TBD	\$19.22
Kobe Taylor	Utility	Locator	TBD	\$16.75

Promotion	Current Position Title	New Position Title	Effective Date	Rate of Pay
Becky Paradis	Dispatch 1	Dispatch 2	1/1/2025	\$26.50
Katteria Moore	Police Officer 2	Police Patrol Officer 3	1/13/2025	\$28.95
Jacob Adcock	Sergeant	Lieutenant	1/13/2025	\$34.97
Michael Gaines	Police Officer 4	Sergeant	1/13/2025	\$32.77
Nicolas Haley	Police Officer 2	Police Officer 3	1/13/2024	\$28.95

Resignations/Terminations	Department	Current Position Title	Effective Date	Rate of Pay
Cody Willoughby (not hired)	Public Works	Laborer	1/7/2025	\$16.75
Karen White	Parks	Sports Center Supervisor	1/7/2025	\$23.77
Tiernan O'Donovan	Fire	Paramedic	12/27/2024	\$24.87

14.

City Attorney's Legal Update

UTILITIES BILL LEAK ADJUSTMENT DOCKET 01/07/2025

The addresses below experienced unforeseen circumstances in their utilities for which no benefit was received.

1	RESIDENT	GLEN WILSON	7701	DEERFIELD CV	(205.58)	TOILET LEAK
2	RESIDENT	PATRICIA DALLAHITE	7584	LILLY DR	(76.05)	TOILET LEAK
3	RESIDENT	SARA FRAZIER	4070	PINEHURST BLVD	(251.55)	LEAK ON SERVICE LINE AND TOILET
4	RESIDENT	ANGELA MAYBERRY	8290	BARBERRY PLACE	(96.19)	TOILET LEAK
5	RESIDENT	CHAD REINHARDT	1586	TOWN & COUNTRY	(152.10)	SERVICE LINE LEAK
6	RESIDENT	RAE RODGERS	7155	LYNNEASE	(342.41)	SERVICE LINE LEAK
7	RESIDENT	JAY MAVROMATIS	6970	FOX CHASE DR	(87.75)	TOILET LEAK
8	RESIDENT	JESSICA BRADEN	2388	ASHLAND DR	(46.80)	LEAK ON SERVICE LINE
9	RESIDENT	TODD RICHARDSON	5341	SAVANNAH PKWY	(58.90)	TOILET LEAK
10	COMMERCIAL	CROWN OF LIFE CHURCH	6717	MALONE RD	(182.38)	TOILET LEAK
11	RESIDENT	DAVID HOWARD	1849	GILLESS POINT S	(34.68)	SERVICE LINE LEAK
12	RESIDENT	AUDREY HOYT	5775	PLUM TREE	(53.28)	POOL ADJUSTMENT
13	RESIDENT	DIANE AVERESCH	4770	DUSTIN S	(121.36)	POOL ADJUSTMENT
14	RESIDENT	DONNA MONROE	3601	BELLE POINTE DR	(234.00)	MAIN DRAIN SEAL IN POOL
15	RESIDENT	STEVEN LUTTRELL	3350	PLUM POINT DR. E	(157.95)	TOILET AND SERVICE LINE LEAK
16						
17						
18						
19						
20						
21						
22						
					(2100.98)	

UTILITIES DIRECTOR APPROVAL Ray Hampl DATE: 1-2-25



The City of Southaven Docket Recap

January 7, 2025

General Fund		892,240.67
Balance Sheet	-	
Mayor Admin	121.07	
Board of Aldermen	-	
Arts And Cultural Affairs	-	
Court	3,758.68	
Finance & Administration	453.00	
Information Technology	22,546.61	
City Clerk	5,131.36	
Operations Department	28,389.27	
Planning & Engineering	21,028.58	
Emergency Services	5,891.65	
Police	80,974.78	
Fire	11,976.10	
Fire Prevention	400.00	
EMS	3,430.63	
Public Works	95,323.32	
Streets	-	
Parks	80,591.03	
Park Tournaments	21,892.31	
Code Enforcement	4,875.91	
City Fuel	-	
Expense Accounts	500,332.19	
Administrative Expenses	-	
Litigation	-	
Liability Insurance	-	
Professional Dues	-	
Bond Funded CAP Proj		159,773.30
Tourist & Convention		376,625.70
Debt Service		1,943,875.00
Utility Fund		534,142.74
Sanitation Fund		405,826.32
Payroll Fund		14,257.52
DOCKET TOTAL		4,326,741.25

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
111		MAYOR ADMIN			DEPARTMENT				
111	610400				OFFICE SUPPLIES				
007600	ODP BUSINESS	396158011001	0	2025	3 INV A	9.72	C-010725	SUPPLIES	
007600	ODP BUSINESS	396498212001	0	2025	3 INV A	19.40	C-010725	OFFICE SUPPLIES	
						29.12			
030629	AMAZON CAPITAL	1GJ47PTPRFCY	0	2025	3 INV A	13.49	C-010725	OFFICE SUPPLIES	
030629	AMAZON CAPITAL	1LF1T9KJK4M6	0	2025	3 INV A	21.67	C-010725	INVENTORY & SUPPLIE	
						35.16			
					ACCOUNT TOTAL	64.28			
					ORG 111 TOTAL	64.28			
125		COURT DEPARTMENT							
125	621500				COURT BOND REFUND				
040794	MCGILL ARIANA TAHIR	12-11-24	0	2025	3 INV A	113.00	C-010725	CASH BOND REFUND	
040795	JOINER BENJAMIN	12-11-24	0	2025	3 INV A	150.00	C-010725	CASH BOND REFUND	
040796	VEASLEY JR JIMMY RAY	12-11-24	0	2025	3 INV A	400.00	C-010725	CASH BOND REFUND	
040803	NEWSON RAY	12-18-24	0	2025	3 INV A	400.00	C-010725	CASH BOND REFUND	
040804	HOBSON MARCUS T	12-18-24	0	2025	3 INV A	49.00	C-010725	CASH BOND REFUND	
040805	ANDERSON JAMES LEE	12-18-24	0	2025	3 INV A	200.00	C-010725	CASH BOND REFUND	
040806	ROCQUEMORE CURTIS	12-18-24	0	2025	3 INV A	47.00	C-010725	CASH BOND REFUND	
040807	WALTON TOMMY ORLANDO	12-18-24	0	2025	3 INV A	200.00	C-010725	CASH BOND REFUND	
040808	ANDREWS II DOUGLAS W	12-18-2024	0	2025	3 INV A	400.00	C-010725	CASH BOND REFUND	
040808	ANDREWS II DOUGLAS W	12-18-24	0	2025	3 INV A	200.00	C-010725	CASH BOND REFUND	
						600.00			
					ACCOUNT TOTAL	2,159.00			
125	621501				COURT ASSESSMENT FEES				
024253	AMERICAN MUNICIPAL S	62120	0	2025	3 INV A	233.48	C-010725	COLLECTION FEES NOV	
					ACCOUNT TOTAL	233.48			
125	621505				COURT SUPPLIES				
007600	ODP BUSINESS	401113564001	0	2025	3 INV A	92.72	C-010725	TONER	
007823	AMERICAN PAPER & TWI	5135205	0	2025	3 INV A	147.26	C-010725	TRASH BAGS, TOILET	
029120	YOUNG LEASING CO	INV7263193	0	2025	3 INV A	67.32	C-010725	T MASTIN PRINTER MA	

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
ACCOUNT TOTAL										307.30	
125	622100										
002086	SPRIGGS STACEY	12-11-24	0	2025	3 INV A			PROFESSIONAL SERVICES	200.00	C-010725	SPECIAL PUBLIC DEFE
032060	ROMAN RUTH	12-16-24	0	2025	3 INV A				50.00	C-010725	TRANSLATION SERV FO
032060	ROMAN RUTH	12-18-24	0	2025	3 INV A				100.00	C-010725	TRANSLATION SERV- C
										150.00	
036277	ROBERT W. JOHNSON	12-11-24	0	2025	3 INV A				200.00	C-010725	SPECIAL PROSECUTOR-
040801	MORRIS III ROBERT	12-18-24	0	2025	3 INV A				200.00	C-010725	SPECIAL JUDGE 12/18
ACCOUNT TOTAL										750.00	
ORG 125 TOTAL										3,449.78	
145	610400							DEPARTMENT OF FINANCE & ADMIN			
145	ODP BUSINESS							OFFICE SUPPLIES			
007600	ODP BUSINESS	396498212001	0	2025	3 INV A				3.88	C-010725	OFFICE SUPPLIES
007600	ODP BUSINESS	398264809001	0	2025	3 INV A				46.56	C-010725	SUPPLIES
										50.44	
ACCOUNT TOTAL										50.44	
ORG 145 TOTAL										50.44	
150	610500							INFORMATION TECHNOLOGY			
150	DELL MARKETING LP							COMPUTERS			
000342	DELL MARKETING LP	10789230994	0	2025	3 INV A				110.97	C-010725	MOUNT BRACKET FOR E
000739	CDW LLC	AB8WT5I	0	2025	3 INV A				169.20	C-010725	ADOBE SUBSCRIPTION
000739	CDW LLC	AB9N44L	0	2025	3 INV A				1,487.90	C-010725	PD MONITOR & IT INV
000739	CDW LLC	AB9R37X	0	2025	3 INV A				764.72	C-010725	LENOVO LAPTOP- K FA
000739	CDW LLC	AB9YV4F	0	2025	3 INV A				100.56	C-010725	WARRANTY FOR LENOVO
										2,522.38	
013650	BATTERIES PLUS	P78487936	0	2025	3 INV A				7.12	C-010725	BATTERY FOR IT INVE
016013	CIVICPLUS	325403	0	2025	3 INV A				158.00	C-010725	SSL SETUP
019694	MID-SOUTH TELECOM	84019	0	2025	3 INV A				99.50	C-010725	CABLE MOVE @ EAST P
019694	MID-SOUTH TELECOM	84038	0	2025	3 INV A				194.50	C-010725	CABLING FOR GAS PUM
										294.00	
029120	YOUNG LEASING CO	INV7272230	0	2025	3 INV A				44.83	C-010725	IT COPIES

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
030629 AMAZON CAPITAL	1CXL4GHTCY6J	0	2025 3	INV	A			HDMI ADAPTER FIT IT	100.32	C-010725
030629 AMAZON CAPITAL	1PVPCWP71XTK	0	2025 3	INV	A			PD MONITOR & IT INV	1,239.57	C-010725
									1,339.89	
								ACCOUNT TOTAL	4,477.19	
150 610550								NETWORK CONNECTIVITY		
002351 COMCAST	3830-1224	0	2025 3	INV	A			ACCT 83964002205038	204.46	C-010725
002351 COMCAST	5287-1224	0	2025 3	INV	A			8396400220535287-PA	254.46	C-010725
									458.92	
								ACCOUNT TOTAL	458.92	
150 612500								UNIFORMS		
000424 A 2 Z ADVERTISING	73114	0	2025 3	INV	A			IT UNIFORMS	381.60	C-010725
								ACCOUNT TOTAL	381.60	
150 625700								TELEPHONE/POSTAGE		
030629 AMAZON CAPITAL	13WTJ1TG3DRL	0	2025 3	INV	A			SCREEN PROTECTOR &	37.60	C-010725
								ACCOUNT TOTAL	37.60	
			ORG 150	TOTAL					5,355.31	
155								CITY CLERK		
155 610400								OFFICE SUPPLIES		
007600 ODP BUSINESS	396963909001	0	2025 3	INV	A			SUPPLIES	33.19	C-010725
007600 ODP BUSINESS	396963911001	0	2025 3	INV	A			SUPPLIES	24.10	C-010725
									57.29	
030629 AMAZON CAPITAL	1MPRLV4LTQJ	0	2025 3	INV	A			SUPPLIES	166.98	C-010725
								ACCOUNT TOTAL	224.27	
155 610401								OFFICE SUPPLY-INVENTORY		
007600 ODP BUSINESS	403098331001	0	2025 3	INV	A			INVENTORY	215.91	C-010725
030629 AMAZON CAPITAL	1GK6VVPKQP3V	0	2025 3	INV	A			INVENTORY	11.59	C-010725
030629 AMAZON CAPITAL	1LF1T9KJK4M6	0	2025 3	INV	A			INVENTORY & SUPPLIE	16.49	C-010725
									28.08	
								ACCOUNT TOTAL	243.99	
155 622100								PROFESSIONAL SERVICES		
029120 YOUNG LEASING CO	INV7269875	0	2025 3	INV	A			CHECK PRINTER	74.50	C-010725
029120 YOUNG LEASING CO	INV7283962	0	2025 3	INV	A			CLERK COPY MACHINE	244.71	C-010725
029120 YOUNG LEASING CO	INV7283963	0	2025 3	INV	A			BUSINESS LIC PRINTE	169.48	C-010725

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
									488.69		
								ACCOUNT TOTAL	488.69		
155	625700							TELEPHONE & POSTAGE			
000971	PITNEY BOWES GLOBAL	12-23-24	0	2025	3	INV	A		1,500.00	C-010725	RESERVE ACCT 527993
000971	PITNEY BOWES GLOBAL	3320119235	0	2025	3	INV	A		482.43	C-010725	CLERK LEASING INVOI
									1,982.43		
								ACCOUNT TOTAL	1,982.43		
155	626100							ADVERTISING			
001185	DESOTO TIMES-TRIBUNE	300158063	0	2025	3	INV	A		551.04	C-010725	BUDGET AMENDMENT NO
								ACCOUNT TOTAL	551.04		
								ORG 155 TOTAL	3,490.42		
160								FACILITIES			
160	610150							DUMPSTER			
008127	WASTE CONNECTIONS OF	7490131W010	0	2025	3	INV	A		1,593.94	C-010725	DUMPSTERS @ CITY HA
008127	WASTE CONNECTIONS OF	7490175W010	0	2025	3	INV	A		388.86	C-010725	DUMPSTER @ LIBRARY
008127	WASTE CONNECTIONS OF	7491061W010	0	2025	3	INV	A		195.25	C-010725	DUMPSTER @ SHOOTING
									2,178.05		
								ACCOUNT TOTAL	2,178.05		
160	610200							DOCUMENT STORAGE AND SHREDDING			
039760	DESOTO SHRED LLC	275	0	2025	3	INV	A		277.66	C-010725	DOC SHREDDING & STO
								ACCOUNT TOTAL	277.66		
160	610400							OFFICE SUPPLIES			
007600	ODP BUSINESS	396158011001	0	2025	3	INV	A		1.68	C-010725	SUPPLIES
								ACCOUNT TOTAL	1.68		
160	611000							MATERIALS			
000334	ULINE INC	186302205	0	2025	3	INV	A		481.36	C-010725	MATERIALS- ICE MELT
000457	GRAINGER	9280489064	0	2025	3	INV	A		260.51	C-010725	HVAC BLOWER MOTOR
000687	SOUTHERN PIPE & SUPP	7114024	0	2025	3	INV	A		84.07	C-010725	MATERIALS
000687	SOUTHERN PIPE & SUPP	7125520	0	2025	3	INV	A		19.22	C-010725	MATERIALS
000687	SOUTHERN PIPE & SUPP	7380756	0	2025	3	INV	A		6.22	C-010725	MATERIALS
									109.51		
000734	MAGNOLIA ELECTRIC	404802	0	2025	3	INV	A		446.30	C-010725	ELECTRICAL MATERIAL

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
000734 MAGNOLIA ELECTRIC	405153	0	2025 3	INV	A	113.92	C-010725	ELECTRICAL MATERIAL		
000734 MAGNOLIA ELECTRIC	405265	0	2025 3	CRM	A	-50.00	C-010725	MATERIALS		
						510.22				
001102 SOUTHAVEN SUPPLY	249470	0	2025 3	INV	A	21.44	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	249512	0	2025 3	INV	A	69.00	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	249542	0	2025 3	CRM	A	-69.00	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	249546	0	2025 3	INV	A	10.78	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	249564	0	2025 3	INV	A	30.47	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	249597	0	2025 3	INV	A	11.73	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	249646	0	2025 3	INV	A	.56	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	249692	0	2025 3	INV	A	6.58	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	249711	0	2025 3	INV	A	3.99	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	249715	0	2025 3	INV	A	15.98	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	250001	0	2025 3	INV	A	19.99	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	250041	0	2025 3	INV	A	55.92	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	250069	0	2025 3	INV	A	10.99	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	250089	0	2025 3	INV	A	1.39	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	250096	0	2025 3	INV	A	.44	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	250168	0	2025 3	INV	A	12.51	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	250203	0	2025 3	INV	A	15.90	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	250206	0	2025 3	INV	A	9.39	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	250325	0	2025 3	INV	A	6.99	C-010725	MATERIALS		
001102 SOUTHAVEN SUPPLY	250749	0	2025 3	INV	A	3.99	C-010725	MATERIALS		
						239.04				
001104 SHERWIN WILLIAMS SOU	6081-5	0	2025 3	INV	A	81.49	C-010725	PAINT MATERIALS		
028212 UNITED REFRIGERATION	99869823	0	2025 3	INV	A	23.37	C-010725	HVAC MATERIALS		
028212 UNITED REFRIGERATION	99869961	0	2025 3	INV	A	2.56	C-010725	HVAC MATERIALS		
028212 UNITED REFRIGERATION	99885981	0	2025 3	INV	A	132.20	C-010725	HVAC MATERIALS		
028212 UNITED REFRIGERATION	99887401	0	2025 3	INV	A	35.72	C-010725	HVAC MATERIALS		
028212 UNITED REFRIGERATION	99992656	0	2025 3	INV	A	28.28	C-010725	MATERIALS		
						222.13				
030629 AMAZON CAPITAL	1147V64FJ9M1	0	2025 3	CRM	A	-583.98	C-010725	CREDIT- TOILET FOR		
036856 BUILDERS CHOICE RENO	1171	0	2025 3	INV	A	501.75	C-010725	MATERIALS- FLOORING		
						1,822.03				
160 620903										
018221 CIVIL-LINK, LLC	81247	0	2025 3	INV	A	708.74	C-010725	SURVEYOR- ANIMAL SH		
						708.74				
160 625600										
000021 A-1 FIRE PROTECTION	10005910	0	2025 3	INV	A	1,560.00	C-010725	SHPD PREVENTATIVE M		

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001099 NORTH MS PEST CONTRO	132-01319421	0	2025 3	INV	A			PEST CONTROL- 8710	755.00 C-010725
001099 NORTH MS PEST CONTRO	132-01319933	0	2025 3	INV	A			PEST CONTROL 1855 V	40.00 C-010725
									795.00
001222 CUMMINS MID-SOUTH LL	D2-241212400	0	2025 3	INV	A			PREVENT MAINT @ OLD	349.42 C-010725
001222 CUMMINS MID-SOUTH LL	D2-241212401	0	2025 3	INV	A			PREVENT MAINT @ FIR	297.72 C-010725
001222 CUMMINS MID-SOUTH LL	D2-241212402	0	2025 3	INV	A			PREVENT MAINT @ FIR	292.78 C-010725
001222 CUMMINS MID-SOUTH LL	D2-241212403	0	2025 3	INV	A			PREVENT MAINT @ PMA	346.95 C-010725
001222 CUMMINS MID-SOUTH LL	D2-241212404	0	2025 3	INV	A			PREVENT MAINT @ FIR	271.33 C-010725
001222 CUMMINS MID-SOUTH LL	D2-241212405	0	2025 3	INV	A			PREVENT MAINT @ PW	281.21 C-010725
001222 CUMMINS MID-SOUTH LL	D2-241212406	0	2025 3	INV	A			PREVENT MAINT @ SH	278.74 C-010725
001222 CUMMINS MID-SOUTH LL	D2-241212458	0	2025 3	INV	A			PREVENT MAINT @ COL	375.80 C-010725
001222 CUMMINS MID-SOUTH LL	D2-241212459	0	2025 3	INV	A			PREVENT MAINT @ NAI	365.92 C-010725
001222 CUMMINS MID-SOUTH LL	D2-241212672	0	2025 3	INV	A			GENERATOR MAINT-FIR	1,034.20 C-010725
001222 CUMMINS MID-SOUTH LL	D2-24121672	0	2025 3	INV	A			GENERATOR REPAIR	1,034.20 C-010725
									4,928.27
001540 MURPHY & SONS, INC.	4597	0	2025 3	INV	A			CEILING INSTALL- CL	2,450.00 C-010725
001952 DIXIE DOOR COMPANY	9740	0	2025 3	INV	A			MAINT- SHPD	1,829.00 C-010725
034076 FLAGCENTER.COM LLC	FC24-3088	0	2025 3	INV	A			FLAGPOLE MAINT	649.00 C-010725
								ACCOUNT TOTAL	12,211.27
160 625602								INSPECTIONS	
000233 QUARLES FIRE PROTEC	2025-228	0	2025 3	INV	A			QUARTERLY INSPECTIO	200.00 C-010725
								ACCOUNT TOTAL	200.00
160 625700								TELEPHONE & POSTAGE	
030629 AMAZON CAPITAL	1TPGX766P6N	0	2025 3	INV	A			FACILITIES PHONES C	31.98 C-010725
								ACCOUNT TOTAL	31.98
								ORG 160 TOTAL	17,431.41
180 610400								PLANNING / ENGINEERING DEPT	
007600 ODP BUSINESS	398264809001	0	2025 3	INV	A			OFFICE SUPPLIES	15.98 C-010725
								ACCOUNT TOTAL	15.98
180 612500								UNIFORMS	
020832 EMERGENCY EQUIPMENT	410553	0	2025 3	INV	A			CODE ENFORCEMENT UN	108.00 C-010725
								ACCOUNT TOTAL	108.00
180 622100								PROFESSIONAL FEES	
002041 JOEY TREADWAY	13522-00	0	2025 3	INV	A			DRAINAGE TAX-CENTRA	7.80 C-010725

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	AMOUNT	WARRANT	CHECK	DESCRIPTION
018221 CIVIL-LINK, LLC	81240	0	2025 3	INV	A	15,000.00	C-010725		MUNICIPAL STAFFING
036744 CADD MICROSYSTEMS	5030040725	0	2025 3	INV	A	3,399.00	C-010725		ANNUAL SUBSCRIPTION
ACCOUNT TOTAL						18,406.80			
ORG 180 TOTAL						18,530.78			
211 POLICE DEPARTMENT									
211 610400 OFFICE SUPPLIES									
007600 ODP BUSINESS	401119659001	0	2025 3	INV	A	11.69	C-010725		OFFICE SUPPLIES
007600 ODP BUSINESS	401120221001	0	2025 3	INV	A	18.39	C-010725		OFFICE SUPPLIES
007600 ODP BUSINESS	401120222001	0	2025 3	INV	A	26.34	C-010725		OFFICE SUPPLIES
						56.42			
ACCOUNT TOTAL						56.42			
211 611000 MATERIALS									
030629 AMAZON CAPITAL	1LVKJ4GXM6M3	0	2025 3	INV	A	271.98	C-010725		ISU JUMP DRIVE
030629 AMAZON CAPITAL	1T1XQKJDR6XM	0	2025 3	INV	A	289.99	C-010725		ISU FLASH DRIVES
030629 AMAZON CAPITAL	1VJC7L636791	0	2025 3	INV	A	110.00	C-010725		ISU JUMP DRIVES
030629 AMAZON CAPITAL	1XTY39JWWJFK	0	2025 3	INV	A	62.99	C-010725		ISU JUMP DRIVES
						734.96			
ACCOUNT TOTAL						734.96			
211 611300 MAINTENANCE VEHICLES									
000543 COMSERV SERVICES	732007490	0	2025 3	INV	A	2,992.03	C-010725		3271 REPAIRS
000611 SIGNS & STUFF	106783	0	2025 3	INV	A	115.00	C-010725		3108 DECALS
001102 SOUTHAVEN SUPPLY	249424	0	2025 3	INV	A	92.18	C-010725		3025 & 3149 PARTS
001114 UNION AUTO PARTS	2946107	0	2025 3	INV	A	86.88	C-010725		3102 SPARK PLUG
001114 UNION AUTO PARTS	2946505	0	2025 3	INV	A	425.56	C-010725		SHOP PARTS
001114 UNION AUTO PARTS	2946740	0	2025 3	INV	A	319.43	C-010725		3114 SUSPENSION
001114 UNION AUTO PARTS	2946752	0	2025 3	INV	A	353.64	C-010725		SHOP PARTS
001114 UNION AUTO PARTS	2947313	0	2025 3	INV	A	367.78	C-010725		3227 ROTORS
001114 UNION AUTO PARTS	2948173	0	2025 3	INV	A	158.50	C-010725		SHOP PARTS
001114 UNION AUTO PARTS	2949702	0	2025 3	INV	A	185.62	C-010725		3163 ROTORS
						1,897.41			
001962 IDEAL TIRE SALES	558220	0	2025 3	INV	A	125.00	C-010725		3228 TIRE
003874 AUTO ZONE	2091700358	0	2025 3	INV	A	12.34	C-010725		1333 LIGHTS
003874 AUTO ZONE	9201431	0	2025 3	INV	A	638.97	C-010725		SHOP PARTS
003874 AUTO ZONE	9201432	0	2025 3	CRM	A	-638.97	C-010725		CREDIT FOR SHOP PAR
003874 AUTO ZONE	9210214	0	2025 3	INV	A	188.00	C-010725		3190 BATTERY

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
003874 AUTO ZONE	9210215	0	2025 3	INV	A	210.99	C-010725	BATTERY		
003874 AUTO ZONE	9210216	0	2025 3	CRM	A	-210.99	C-010725	CREDIT		
						200.34				
005407 NORTH MS. TWO-WAY CO	50497	0	2025 3	INV	A	138.75	C-010725	3194 REPAIRS		
007304 O'REILLYS AUTO PARTS	1257-316400	0	2025 3	INV	A	8.98	C-010725	SHOP PARTS		
007304 O'REILLYS AUTO PARTS	6399-232917	0	2025 3	INV	A	446.00	C-010725	3244 ROTORS		
007304 O'REILLYS AUTO PARTS	6399-233038	0	2025 3	INV	A	269.97	C-010725	3035 LED BAR		
007304 O'REILLYS AUTO PARTS	6399-234693	0	2025 3	INV	A	563.76	C-010725	SHOP PARTS		
007304 O'REILLYS AUTO PARTS	6399-234694	0	2025 3	INV	A	143.64	C-010725	SHOP PARTS		
007304 O'REILLYS AUTO PARTS	6399-234725	0	2025 3	INV	A	220.24	C-010725	3190 CONTROL ARM		
007304 O'REILLYS AUTO PARTS	6399-234760	0	2025 3	INV	A	185.92	C-010725	3195 CONTROL ARM		
						1,838.51				
017308 GENTRY GLASS	29320	0	2025 3	INV	A	137.19	C-010725	3165 REPAIR		
017308 GENTRY GLASS	29321	0	2025 3	INV	A	125.00	C-010725	4186		
017308 GENTRY GLASS	29322	0	2025 3	INV	A	125.00	C-010725	3272		
017308 GENTRY GLASS	29323	0	2025 3	INV	A	125.00	C-010725	4185		
017308 GENTRY GLASS	29324	0	2025 3	INV	A	125.00	C-010725	3252		
017308 GENTRY GLASS	29325	0	2025 3	INV	A	125.00	C-010725	3264		
017308 GENTRY GLASS	29326	0	2025 3	INV	A	125.00	C-010725	2014 TAURUS		
017308 GENTRY GLASS	29327	0	2025 3	INV	A	485.00	C-010725	3167		
017308 GENTRY GLASS	29328	0	2025 3	INV	A	385.00	C-010725	3214		
017308 GENTRY GLASS	29329	0	2025 3	INV	A	485.00	C-010725	3182		
017308 GENTRY GLASS	29332	0	2025 3	INV	A	465.00	C-010725	3256 WINDSHIELD		
017308 GENTRY GLASS	29333	0	2025 3	INV	A	385.00	C-010725	3189 WINDSHIELD		
017308 GENTRY GLASS	29334	0	2025 3	INV	A	485.00	C-010725	4195 WINDSHIELD		
						3,577.19				
019700 CHOICE TOWING	4276	0	2025 3	INV	A	50.00	C-010725	3196 TOW		
029563 LANDERS FORD SOUTH	243814	0	2025 3	INV	A	127.13	C-010725	3143 PARTS		
030773 KARZON CAR CARE LLC	10346	0	2025 3	INV	A	2,474.27	C-010725	3207 ENG		
030773 KARZON CAR CARE LLC	10391	0	2025 3	INV	A	2,173.21	C-010725	3195 FRONT END REBU		
030773 KARZON CAR CARE LLC	10400	0	2025 3	INV	A	733.65	C-010725	4194 GASKET COVER		
030773 KARZON CAR CARE LLC	10424	0	2025 3	INV	A	170.20	C-010725	3196 CLUTCH		
						5,551.33				
032616 TC AUTO SALES	121224	0	2025 3	INV	A	1,200.00	C-010725	3105 REPAIRS		
032900 GRIFFIN & SON AUTO S	15395	0	2025 3	INV	A	135.89	C-010725	3220 EXHAUST		
037606 STATION 51 GRAPHICS	384767	0	2025 3	INV	A	90.00	C-010725	3271 DECALS		
037630 COOK HOLDINGS INC	B2B40A21	0	2025 3	INV	A	558.00	C-010725	3186 REPAIRS		

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
040446 CANNON SB, LLC	210688	0	2025 3	INV	A	14,272.98	C-010725	3192 ENG-HAD TO BE	
040446 CANNON SB, LLC	210771	0	2025 3	INV	A	3,062.44	C-010725	3212 OIL PAN	
040446 CANNON SB, LLC	810159	0	2025 3	INV	A	654.40	C-010725	3274 BRAKE PADS	
040446 CANNON SB, LLC	810165	0	2025 3	INV	A	428.00	C-010725	3195 STARTER	
040446 CANNON SB, LLC	810166	0	2025 3	INV	A	924.00	C-010725	3222 LAMP	
						19,341.82			
			ACCOUNT TOTAL			38,030.58			
211 612200			MAINTENANCE EQUIPMENT & BUILD						
001102 SOUTHAVEN SUPPLY	249925	0	2025 3	INV	A	6.79	C-010725	WALL ANCHORS	
			ACCOUNT TOTAL			6.79			
211 612500			UNIFORMS						
035650 SPORTS OF ALL SORTS	121624	0	2025 3	INV	A	1,050.00	C-010725	ACADEMY UNIFORMS	
			ACCOUNT TOTAL			1,050.00			
211 622100			INVESTIGATION SERVICES						
001390 DPS CRIME LAB	90154263	0	2025 3	INV	A	600.00	C-010725	10 ANALYTICAL	
006685 DEX IMAGING	AR12451907	0	2025 3	INV	A	.71	C-010725	EAST	
012171 NEBCO ART & FRAME	7046	0	2025 3	INV	A	329.24	C-010725	SANDERS RUSSELL RET	
020449 FINAL TOUCH SECURITY	91028	0	2025 3	INV	A	4,995.00	C-010725	CAMERA SILO	
022516 PERSONNEL EVALUATION	53378	0	2025 3	INV	A	100.00	C-010725	4 EVALS	
029120 YOUNG LEASING CO	INV7201867	0	2025 3	INV	A	51.50	C-010725	WEST	
029120 YOUNG LEASING CO	INV7247732	0	2025 3	INV	A	29.30	C-010725	WEST	
029120 YOUNG LEASING CO	INV7265808	0	2025 3	INV	A	190.18	C-010725	TRAFFIC	
						270.98			
			ACCOUNT TOTAL			6,295.93			
211 625700			TELEPHONE & POSTAGE						
000971 PITNEY BOWES GLOBAL	4021-010925	0	2025 3	INV	A	237.30	C-010725	POST MACHINE	
			ACCOUNT TOTAL			237.30			
211 630400			MACHINERY & EQUIPMENT						
001102 SOUTHAVEN SUPPLY	249779	0	2025 3	INV	A	97.38	C-010725	TRAFFIC GENERATORS	
			ACCOUNT TOTAL			97.38			
			ORG 211	TOTAL		46,509.36			

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
215								EMERGENCY SERVICES		
215	610400							OFFICE SUPPLIES		
003626	LIBERTEL ASSOCIATES	233356	0	2025	3	INV	A	90.02	C-010725	TRAINING ADAPTOR
014117	MADISON SIGNS LLC	17828	0	2025	3	INV	A	262.00	C-010725	DEPT ENVELOPES
029120	YOUNG LEASING CO	INV7269587	0	2025	3	INV	A	80.89	C-010725	COPIER
								ACCOUNT TOTAL		432.91
215	626900							TRAVEL & TRAINING		
008309	INTERNATIONAL ACADEM	SIN391130	0	2025	3	INV	A	850.00	C-010725	EMD CLASS- L ROBINS
027440	NORTHWEST MS COMMUN	12092024	0	2025	3	INV	A	30.00	C-010725	CPR CARDS
029656	POWER DMS	INV-127822	0	2025	3	INV	A	4,435.16	C-010725	POWER DMS YEARLY SU
040802	INTERNATIONAL ACADEM	SIN391816	0	2025	3	INV	A	30.00	C-010725	L ROBINSON (RETEST)
								ACCOUNT TOTAL		5,345.16
								ORG 215	TOTAL	5,778.07
290								FIRE DEPARTMENT		
290	611300							MAINTENANCE VEHICLES		
000883	AMERICAN TIRE REPAIR	174514	0	2025	3	INV	A	45.00	C-010725	FLAT REPAIR ENG 1 F
007304	O'REILLYS AUTO PARTS	1791-271031	0	2025	3	INV	A	19.99	C-010725	2.5 GAL BLUE DEF
								ACCOUNT TOTAL		64.99
290	612200							MAINTENANCE EQUIPMENT & BUILD		
000305	MEMPHIS ICE MACHINE	47570829	0	2025	3	INV	A	185.00	C-010725	SERV CALL FOR ICE M
000305	MEMPHIS ICE MACHINE	47616986	0	2025	3	INV	A	3,118.02	C-010725	NEW ICE MACHINE DEL
										3,303.02
001102	SOUTHAVEN SUPPLY	249861	0	2025	3	INV	A	8.97	C-010725	HOSE COUPLING FILTE
001102	SOUTHAVEN SUPPLY	250032	0	2025	3	INV	A	71.96	C-010725	WASHING MACH CONNEC
										80.93
								ACCOUNT TOTAL		3,383.95
290	620901							BILLING SERVICES		
019311	CREDIT BUREAU SYSTEM	307400000449	0	2025	3	INV	A	337.71	C-010725	EMS COLLECTIONS FEE
								ACCOUNT TOTAL		337.71
290	622100							PROFESSIONAL SERVICES		
023066	TRILOGY MEDWASTE SO	1659167	0	2025	3	INV	A	494.60	C-010725	MED WASTE FOR ALL S

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
ACCOUNT TOTAL						494.60					
290	626500							PRINTING			
029120	YOUNG LEASING CO	INV7258428	0	2025	3 INV A	244.70	C-010725	COPY FEES FOR ADMIN			
029120	YOUNG LEASING CO	INV7261492	0	2025	3 INV A	249.34	C-010725	COPY FEES @ STATION			
						494.04					
ACCOUNT TOTAL						494.04					
ORG 290 TOTAL						4,775.29					
295	626900							FIRE PREVENTION			
295	022633 NWMCEA	12-18-24	0	2025	3 INV A	400.00	C-010725	TRAVEL & TRAINING			
						2025 MEMBERSHIP REN					
ACCOUNT TOTAL						400.00					
ORG 295 TOTAL						400.00					
297	610701							EMS			
297	000582 BOUND TREE MEDICAL	85593163	0	2025	3 INV A	109.79	C-010725	MEDICAL SUPPLIES			
001147	NEXAIR LLC	12671048	0	2025	3 INV A	107.59	C-010725	MEDICAL SUPPLIES			
001147	NEXAIR LLC	12672598	0	2025	3 INV A	34.98	C-010725	SONIC CYLINGER EXAM			
001147	NEXAIR LLC	12675611	0	2025	3 INV A	118.25	C-010725	MEDICAL SUPPLIES- O			
						260.82					
015430	ZOLL MEDICAL CORPORA	4103828	0	2025	3 INV A	690.90	C-010725	MEDICAL SUPPLIES			
ACCOUNT TOTAL						1,061.51					
297	620901							BILLING SERVICES			
033776	CIGNA	95925	0	2025	3 INV A	601.76	C-010725	DEC EMS REFUND FOR			
035905	TRICARE TDEFIC	80861	0	2025	3 INV A	84.36	C-010725	REFUND FOR JESSIE R			
040809	ALLSTATE PROPERTY &	44646	0	2025	3 INV A	30.00	C-010725	DEC EMS BILLING FOR			
040810	HAVEN TRUDY	9821	0	2025	3 INV A	10.00	C-010725	DEC EMS REFUND			
ACCOUNT TOTAL						726.12					
297	626900							TRAVEL & TRAINING			
013449	SPROUSE RALIEGH	121024	0	2025	3 INV A	72.00	C-010725	RENEWAL OF NREMT-P			
026195	JOHNSON MICHAEL	121624	0	2025	3 INV A	65.00	C-010725	RENEWAL OF EMT & NR			
027440	NORTHWEST MS COMMUN	12-16-24	0	2025	3 INV A	1,341.00	C-010725	RACHEL MCGHEE ID#35			

CITY OF SOUTHAVEN



FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
027969 WATTS, SAMANTHA	121624	0	2025 3	INV	A	80.00	C-010725	RENEWAL OF EMS-D	
038828 BEERS NILES	121924	0	2025 3	INV	A	85.00	C-010725	RENEWAL OF EMS LIC	
ACCOUNT TOTAL						1,643.00			
ORG 297 TOTAL						3,430.63			
311				PUBLIC WORKS	DEPARTMENT				
311	611000				MATERIALS				
001320 MARTIN MACHINE WORKS	1783	0	2025 3	INV	A	3,176.00	C-010725	MAT	
030967 EMISSION & COOLING S	3067442	0	2025 3	INV	A	180.28	C-010725	MAT	
030967 EMISSION & COOLING S	3067445	0	2025 3	INV	A	141.21	C-010725	MAT	
						321.49			
ACCOUNT TOTAL						3,497.49			
311	611300			MAINTENANCE	VEHICLES				
000883 AMERICAN TIRE REPAIR	174457	0	2025 3	INV	A	1,450.53	C-010725	MAT FOR SHOP	
000883 AMERICAN TIRE REPAIR	174476	0	2025 3	INV	A	757.96	C-010725	MAT FOR SHOP	
						2,208.49			
000997 TRUCK PRO	17-0923704	0	2025 3	INV	A	420.09	C-010725	MAT FOR SHOP	
000997 TRUCK PRO	17-0923810	0	2025 3	INV	A	383.09	C-010725	MAT FOR SHOP	
000997 TRUCK PRO	17-0923811	0	2025 3	CRM	A	-420.09	C-010725	CREDIT FOR MAT FOR	
						383.09			
007304 O'REILLYS AUTO PARTS	1224-149164	0	2025 3	INV	A	51.83	C-010725	MAT FOR SHOP	
010865 RELIABLE EQUIPMENT	HER-1004424	0	2025 3	INV	A	257.49	C-010725	MAT FOR SHOP	
020832 EMERGENCY EQUIPMENT	509713	0	2025 3	INV	A	34.50	C-010725	MAT FOR SHOP	
030769 ONE PLACE INDUSTRIAL	3067442	0	2025 3	INV	A	180.28	C-010725	MAT FOR SHOP	
030769 ONE PLACE INDUSTRIAL	3067445	0	2025 3	INV	A	141.21	C-010725	MAT FOR SHOP	
						321.49			
ACCOUNT TOTAL						3,256.89			
311	612200			MAINTENANCE	EQUIPMENT & BUILD				
014714 INTEGRATED WIRELES	24968	0	2025 3	INV	A	556.40	C-010725	MAT/EQUIP	
ACCOUNT TOTAL						556.40			
311	612500			UNIFORMS					
013377 CINTAS	4214273196	0	2025 3	INV	A	517.85	C-010725	UNIFORMS	

CITY OF SOUTHAVEN



FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
ACCOUNT TOTAL						517.85					
311 000128	622100 AMERICAN PETROLEUM 2421-IN	0	2025 3	INV	A	394.50	C-010725	REPAIRS TO DISPENSE			
ACCOUNT TOTAL						394.50					
ORG 311 TOTAL						8,223.13					
PARKS DEPARTMENT											
411 006685	610400 DEX IMAGING AR12445971	0	2025 3	INV	A	19.70	C-010725	COPY CONTRACT PARKS			
029120	YOUNG LEASING CO INV7269586	0	2025 3	INV	A	8.29	C-010725	COPY CONTRACT @ GRE			
ACCOUNT TOTAL						27.99					
411 030235	611300 BRYANT TIRE AND SERV 102166	0	2025 3	INV	A	2,434.00	C-010725	TRUCK TIRES GMC SIE			
ACCOUNT TOTAL						2,434.00					
411 000312	612200 BOB LADD & ASSOCIATE 1-45304	0	2025 3	INV	A	475.51	C-010725	TOGGLE HOOK LATCHES			
000312	BOB LADD & ASSOCIATE 1-45504	0	2025 3	INV	A	2,618.52	C-010725	HARDWARE			
						3,094.03					
001102	SOUTHAVEN SUPPLY 249418	0	2025 3	INV	A	5.99	C-010725	CAULK			
001102	SOUTHAVEN SUPPLY 249457	0	2025 3	INV	A	11.97	C-010725	KEEP OUT SIGN			
001102	SOUTHAVEN SUPPLY 249499	0	2025 3	INV	A	65.96	C-010725	HARDWARE			
001102	SOUTHAVEN SUPPLY 249641	0	2025 3	INV	A	13.49	C-010725	GOOSENECK WRECKING			
001102	SOUTHAVEN SUPPLY 250054	0	2025 3	INV	A	18.99	C-010725	PADLOCK			
001102	SOUTHAVEN SUPPLY 250180	0	2025 3	INV	A	11.95	C-010725	KEYRINGS & PUTTYWO			
001102	SOUTHAVEN SUPPLY 250393	0	2025 3	INV	A	6.99	C-010725	FILLER WOOD			
						135.34					
001104	SHERWIN WILLIAMS SOU 704-3	0	2025 3	INV	A	169.72	C-010725	PAINT			
001104	SHERWIN WILLIAMS SOU 705	0	2025 3	INV	A	63.99	C-010725	PAINT			
						233.71					
002768	KEELING IRRIGATION S4619578	0	2025 3	INV	A	571.56	C-010725	IRRIGATION SUPPLIES			
002768	KEELING IRRIGATION S4620247	0	2025 3	INV	A	267.31	C-010725	PVC			
						838.87					
002951	STATELINE TURF & TRA 377896	0	2025 3	INV	A	393.26	C-010725	HYDRAULIC CYLINDER			
002951	STATELINE TURF & TRA 378135	0	2025 3	INV	A	122.92	C-010725	OIL POUCH			
002951	STATELINE TURF & TRA 378219	0	2025 3	INV	A	1,875.00	C-010725	TIRES			

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
									2,391.18	
010865 RELIABLE EQUIPMENT	2064142	0	2025 3	INV	A	525.97	C-010725	LIGHTS FOR SOUTHERN		
013377 CINTAS	4214105524	0	2025 3	INV	A	232.64	C-010725	MAT & TOWELS		
013377 CINTAS	4214105981	0	2025 3	INV	A	130.54	C-010725	MAT, AIR FRESHENER		
013377 CINTAS	4214272700	0	2025 3	INV	A	109.75	C-010725	MATS		
013377 CINTAS	4214883127	0	2025 3	INV	A	211.12	C-010725	MATS		
013377 CINTAS	4214883555	0	2025 3	INV	A	130.54	C-010725	MATS & AIR FRESHENE		
									814.59	
027765 PAINTMARK CONTRACTOR	2485	0	2025 3	INV	A	4,750.00	C-010725	PAINT JOB @ BANKPLU		
027765 PAINTMARK CONTRACTOR	2486	0	2025 3	INV	A	4,850.00	C-010725	PAINT JOB @ GREENBR		
027765 PAINTMARK CONTRACTOR	2487	0	2025 3	INV	A	1,650.00	C-010725	PAINT JOB @ BANK PL		
									11,250.00	
									ACCOUNT TOTAL	19,283.69
411 612201									PARK MAINTENANCE	
000239 QUALITY LANDSCAPE &	237926	0	2025 3	INV	A	120.00	C-010725	POINSETTIAS		
007823 AMERICAN PAPER & TWI	5137954	0	2025 3	INV	A	575.60	C-010725	JANITORAL		
007823 AMERICAN PAPER & TWI	5137959	0	2025 3	INV	A	1,543.19	C-010725	JANITORAL		
									2,118.79	
024249 SITEONE LANDSCAPE SU	148560832	0	2025 3	INV	A	2,959.92	C-010725	LIQUID HERBICIDE		
026449 KELLY SEPTIC SER	34257	0	2025 3	INV	A	190.00	C-010725	PORTA POTTY		
040043 EQUIPMENT SHARE	MEM38658660004	0	2025 3	INV	A	125.00	C-010725	ELECTRIC SCISSOR LI		
									ACCOUNT TOTAL	5,513.71
411 613400									COMMUNITY EVENTS	
000611 SIGNS & STUFF	106761	0	2025 3	INV	A	975.00	C-010725	SIGN		
030629 AMAZON CAPITAL	16VTQ1QG4CC7	0	2025 3	INV	A	172.00	C-010725	TRANSMITTER		
									ACCOUNT TOTAL	1,147.00
411 626000									UTILITIES	
016529 DIRECTV	26446724X241209	0	2025 3	INV	A	401.24	C-010725	TV SERV		
									ACCOUNT TOTAL	401.24
411 627901									UMPIRES	
002574 CARSON MICHAEL A	12-22-24	0	2025 3	INV	A	455.00	C-010725	FALL 2024 SOCCER 12		

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
015544 KLINCK MATTHEW	12-22-24	0	2025 3	INV	A	140.00	C-010725	FALL 2024 SOCCER 12		
015545 KLINCK ZACHARY A	12-22-24	0	2025 3	INV	A	565.00	C-010725	FALL 2024 SOCCER 12		
015810 MEARS MICHAEL	12-22-24	0	2025 3	INV	A	280.00	C-010725	FALL 2024 SOCCER 12		
018253 CHAN DAVID	12-22-24	0	2025 3	INV	A	175.00	C-010725	FALL 2024 SOCCER 12		
018255 PHILLIPS ERIC	12-22-24	0	2025 3	INV	A	350.00	C-010725	FALL 2024 SOCCER 12		
028218 COX III DAVID ROYAL	12-22-24	0	2025 3	INV	A	595.00	C-010725	FALL 2024 SOCCER 12		
031233 WALTON JOHN L JR	12-22-24	0	2025 3	INV	A	140.00	C-010725	FALL 2024 SOCCER 12		
031322 VASQUEZ GEORGE	12-22-24	0	2025 3	INV	A	140.00	C-010725	FALL 2024 SOCCER 12		
035405 DELGADILLO ISABELLA	12-22-24	0	2025 3	INV	A	175.00	C-010725	FALL 2024 SOCCER 12		
036078 BEAL BLAKE AUSTIN	12-22-24	0	2025 3	INV	A	200.00	C-010725	12/14/24-12/22/24 U		
036350 SIMPSON SPENSER	12-22-24	0	2025 3	INV	A	315.00	C-010725	FALL 2024 SOCCER 12		
039055 SALTER CORY	12-22-24	0	2025 3	INV	A	140.00	C-010725	FALL 2024 SOCCER 12		
039056 TAYLOR BRIEN	12-22-24	0	2025 3	INV	A	280.00	C-010725	FALL 2024 SOCCER 12		
ACCOUNT TOTAL						3,950.00				
411	640500		NEIGHBORHOOD PARK RENOVATION							
034228	D.A.B. BUILDERS LLC	102176	25000157	2025 3	INV A	6,291.00	C-010725	SPLIT RAIL FENCE -		
ACCOUNT TOTAL						6,291.00				
ORG 411 TOTAL						39,048.63				
412			PARK TOURNAMENTS							
412	612400									
003538	SYSCO CORPORATION	414846482	0	2025 3	INV A	1,089.52	C-010725	CONCESSIONS		
003538	SYSCO CORPORATION	414847700	0	2025 3	INV A	419.90	C-010725	CONCESSION		
						1,509.42				
010700	STANDARD COFFEE SERV	227098271224	0	2025 3	INV A	88.42	C-010725	WATER GALLONS		
024982	SMITTY'S SLICES LLC	241	0	2025 3	INV A	216.00	C-010725	PIZZA RESALE		
024982	SMITTY'S SLICES LLC	242	0	2025 3	INV A	528.00	C-010725	PIZZA RESALE		
						744.00				
026772	WILSON SPORTING GOOD	4548777776	0	2025 3	INV A	23.40	C-010725	TENNIS GRIP		
026772	WILSON SPORTING GOOD	4548777777	0	2025 3	INV A	113.72	C-010725	TENNIS RACKET		
026772	WILSON SPORTING GOOD	4548777778	0	2025 3	INV A	128.72	C-010725	RACKET BAG		

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4															
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION							
											265.84				
											ACCOUNT TOTAL	2,607.68			
412	622100														
007622	MIDSOUTH SPORTS PROD 788	0	2025 3	INV	A						11,250.00	C-010725	BASEBALL CONTRACT		
024247	KALISAK ROSEMARY DEC2024	0	2025 3	INV	A						4,375.00	C-010725	SOFTBALL CONTRACT D		
													ACCOUNT TOTAL	15,625.00	
			ORG 412		TOTAL									18,232.68	
420	622100														
420	004489 JOHNSON CINDY 285-24	0	2025 3	INV	A						540.00	C-010725	INSTRUCTOR		
	015915 WISEMAN CYNTHIA 1213-24	0	2025 3	INV	A						360.00	C-010725	AEROBICS CLASS		
	018134 FORRESTER SHERRY 612-24	0	2025 3	INV	A						630.00	C-010725	ART INST		
	021019 CAIN LINDA A 122-24	0	2025 3	INV	A						60.00	C-010725	LINE DANCE INST		
	021019 CAIN LINDA A 12924	0	2025 3	INV	A						60.00	C-010725	INSTRUCTOR		
														120.00	
	034001 ABBOTT GARY R 12-24	0	2025 3	INV	A						150.00	C-010725	LUNCHEON DJ		
	034218 SMITH DEBORAH E 121324	0	2025 3	INV	A						600.00	C-010725	INSTR		
														ACCOUNT TOTAL	2,400.00
			ORG 420		TOTAL										2,400.00
511	611000														
511	010919 TRACTOR SUPPLY CREDI 1177134093	0	2025 3	INV	A						118.88	C-010725	MATERIALS		
														ACCOUNT TOTAL	118.88
511	614900														
	012713 HILL'S PET NUTRITION 251646712	0	2025 3	INV	A						117.72	C-010725	FEED ANIMALS		
	012713 HILL'S PET NUTRITION 251724205	0	2025 3	INV	A						127.88	C-010725	FEED ANIMALS		
															245.60
														ACCOUNT TOTAL	245.60
511	622100														
000500	DESOTO COUNTY ANIMAL 255776	0	2025 3	INV	A						1,635.37	C-010725	PROF SERV		

CITY OF SOUTHAVEN



FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
017049 ANIMAL HEALTH INTERN	9015187622	0	2025 3	INV	A			PROF SERV	213.25 C-010725
028872 PRECIOUS PAWS ANIMAL	33439	0	2025 3	INV	A			PROF SERV	2,293.31 C-010725
ACCOUNT TOTAL									4,141.93
ORG 511 TOTAL									4,506.41
902	GENERAL EXPENSES								
902	620700	CITY BEAUTIFICATION							
000239	QUALITY LANDSCAPE &	237962	25000212	2025 3	INV	A		GETWELL ROAD ISLAND	50,000.00 C-010725
ACCOUNT TOTAL									50,000.00
902	622100	PROFESSIONAL SERVICES							
018221	CIVIL-LINK, LLC	81231	0	2025 3	INV	A		LCNOI EROSION CONTR	6,305.83 C-010725
ACCOUNT TOTAL									6,305.83
902	622102	CIVIL ENGINEERING SERVICES							
001160	NEEL-SCHAFFER INC	1088334	0	2025 3	INV	A		DESOTO COUNTY STORM	223.58 C-010725
001160	NEEL-SCHAFFER INC	1090074	0	2025 3	INV	A		DESOTO COUNTY STORM	684.05 C-010725
001160	NEEL-SCHAFFER INC	1091026	0	2025 3	INV	A		DESOTO COUNTY STORM	5,645.85 C-010725
001160	NEEL-SCHAFFER INC	1093818	0	2025 3	INV	A		DESOTO COUNTY STORM	1,427.34 C-010725
001160	NEEL-SCHAFFER INC	1093860-1	0	2025 3	INV	A		DESOTO COUNTY STORM	1,882.68 C-010725
									9,863.50
ACCOUNT TOTAL									9,863.50
902	625100	STREET RESURFACING							
018221	CIVIL-LINK, LLC	81232	0	2025 3	INV	A		AIRWAYS & GUTHRIE S	264.94 C-010725
018221	CIVIL-LINK, LLC	81233	0	2025 3	INV	A		CITY PAVEMENT PRESE	31,026.28 C-010725
									31,291.22
ACCOUNT TOTAL									31,291.22
902	625150	DRAINAGE IMPROVEMENT							
009591	TRI FIRMA	6679	25000221	2025 3	INV	A		ANSLEY-PINEWOOD DRA	71,471.05 C-010725
009591	TRI FIRMA	6682	25000222	2025 3	INV	A		LAUDERDALE ESTATES	50,109.10 C-010725
									121,580.15
018221	CIVIL-LINK, LLC	81234	0	2025 3	INV	A		DRAINAGE IMPROVEMEN	241.43 C-010725
ACCOUNT TOTAL									121,821.58
902	625500 1005	AUTUMN WOODS DRAINAGE PIPE REH							
018221	CIVIL-LINK, LLC	81238	0	2025 3	INV	A		AUTUMN WOODS DRAINAGE	15,005.78 C-010725
ACCOUNT TOTAL									15,005.78

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
902	625500 1006								
014324	ENSCOR LLC	PAYREQUEST2	0	2025 3 INV A	126,960.41	C-010725	CARRIAGE HILLS ESTA		
018221	CIVIL-LINK, LLC	81237	0	2025 3 INV A	14,314.49	C-010725	CARRIAGE HILLS DRAI		
				ACCOUNT TOTAL	141,274.90				
902	625520								
018221	CIVIL-LINK, LLC	81235	0	2025 3 INV A	8,099.70	C-010725	STATELINE & SWINNEA		
018221	CIVIL-LINK, LLC	81236	0	2025 3 INV A	9,449.65	C-010725	TCHULAHOMA & CHURCH		
					17,549.35				
029637	LEWIS ELECTRIC	PAYAPP3	0	2025 3 INV A	80,121.54	C-010725	TRAFFIC SIGNAL IMPR		
				ACCOUNT TOTAL	97,670.89				
				ORG 902 TOTAL	473,233.70				
FUND 0010 GENERAL FUND					TOTAL:	654,910.32			

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
711									
711	640965								
000239	QUALITY LANDSCAPE &	237961	0	2025	3 INV A			GETWELL ROAD SOUTH 18	
						20,000.00	C-010725	GETWELL ROAD WIDENI	
018221	CIVIL-LINK, LLC	81239	0	2025	3 INV A	52,382.17	C-010725	GETWELL RD WIDENING	
								ACCOUNT TOTAL	72,382.17
								ORG 711 TOTAL	72,382.17
713									
713	640900 07006								
018221	CIVIL-LINK, LLC	81230	0	2025	3 INV A	21,324.17	C-010725	SNOWDEN LANE WIDENING	
037289	PHILLIPS CONTRACTING PAYAPP4		0	2025	3 INV A	61,806.83	C-010725	SNOWDEN LANE WIDENI	
								ACCOUNT TOTAL	83,131.00
713	640900 07007								
018221	CIVIL-LINK, LLC	81229	0	2025	3 INV A	4,260.13	C-010725	NAIL ROAD - GETWELL TO TCHULAH	
								ACCOUNT TOTAL	4,260.13
								ORG 713 TOTAL	87,391.13
FUND 0100 CAPITAL PROJECTS						TOTAL:			159,773.30

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
611									
611	623800 90020								
005831	URBANARCH ASSOC PC	23039-A08	0	2025 3	INV A			4,600.00	C-010725 CONSTRUCTION ADMIN
								4,600.00	
			ORG 611	TOTAL				4,600.00	
FUND 0240 TOURIST & CONVENTION				TOTAL:				4,600.00	

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
610											
610	626000										
038322	COMCAST	226567360	0	2025	3	INV	A	1,823.74	C-010725		INTERNET SERV @ AMP
								1,823.74			ACCOUNT TOTAL
								1,823.74			ORG 610 TOTAL
FUND 0260 AMPHITHEATER								TOTAL:			1,823.74

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
811									
811	650905								
004646	DESOTO COUNTY REGION 3459		2025	3 INV A			JAN 2025 SWR TREATM	93,909.00	C-010725
								93,909.00	
								93,909.00	
815									
815	625300								
018221	CIVIL-LINK, LLC	81241	2025	3 INV A			WTR VALVE OPER & EV	18,155.05	C-010725
018221	CIVIL-LINK, LLC	81242	2025	3 INV A			UTILITY MAPPING & S	8,835.06	C-010725
								26,990.11	
								26,990.11	
815	625305								
004494	J R STEWART	37563	2025	3 INV A			FLOAT TREES	4,740.00	C-010725
004494	J R STEWART	37567	25000196	2025 3 INV A			(SOLE SOURCE) GRIND	71,567.12	C-010725
								76,307.12	
								76,307.12	
815	625310 1008								
018221	CIVIL-LINK, LLC	81243	2025	3 INV A			WHITWORTH WTR PLANT	3,143.82	C-010725
								3,143.82	
815	625310 1010								
018221	CIVIL-LINK, LLC	81244	2025	3 INV A			MDOT GOODMAN & I55	39,868.35	C-010725
								39,868.35	
								146,309.40	
820									
820	610400								
007600	ODP BUSINESS	400807066001	2025	3 INV A			TONER	128.32	C-010725
007600	ODP BUSINESS	400807334001	2025	3 INV A			MONITOR STAND	39.49	C-010725
								167.81	
								167.81	
820	626500								
029120	YOUNG LEASING CO	INV7268553	2025	3 INV A			SERV CALL WTR DEPT	210.00	C-010725
								210.00	

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
		ORG 820	TOTAL					377.81			
825	UTILITY MAINTENANCE EXPENSES										
825	611000	MATERIALS									
000551	USA BLUEBOOK	INV00571206	0	2025	3	INV	A	1,346.57	C-010725	WRENCH & PROBE	
001102	SOUTHAVEN SUPPLY	249944	0	2025	3	INV	A	57.99	C-010725	SOIL TAMPER	
001102	SOUTHAVEN SUPPLY	249965	0	2025	3	INV	A	149.45	C-010725	BROOMS TANK WASHOUT	
001102	SOUTHAVEN SUPPLY	250059	0	2025	3	INV	A	7.77	C-010725	TIE DOWNS	
001102	SOUTHAVEN SUPPLY	250476	0	2025	3	INV	A	29.88	C-010725	GLOVES & METER KEY	
								245.09			
001150	NAPA GENUINE PARTS C	894509	0	2025	3	INV	A	22.19	C-010725	WIPERS TRK 898	
030629	AMAZON CAPITAL	1HR6TPR71GQ4	0	2025	3	INV	A	1,553.85	C-010725	GLOVES, TOWELS, SOA	
030629	AMAZON CAPITAL	1VLVG1RNDTJ1	0	2025	3	INV	A	213.58	C-010725	TOOL BAG & I PAD CO	
030629	AMAZON CAPITAL	1YTC6VCQLRJ4	0	2025	3	CRM	A	-454.75	C-010725	CREDIT	
								1,312.68			
039924	MEMPHIS WINWATER CO.	32224-02	0	2025	3	INV	A	1,098.50	C-010725	WTR MTR RELATED SUP	
039924	MEMPHIS WINWATER CO.	32224-03	0	2025	3	INV	A	1,275.00	C-010725	FITTINGS	
039924	MEMPHIS WINWATER CO.	33004	0	2025	3	INV	A	2,287.50	C-010725	METER COUPLINGS	
								4,661.00			
040638	MSTS RECEIVABLES LLC	1F3DCE78	0	2025	3	INV	A	7.43	C-010725	FEE	
040638	MSTS RECEIVABLES LLC	D8429667	0	2025	3	INV	A	409.54	C-010725	MISC SMALL TOOLS &	
								416.97			
		ACCOUNT TOTAL							8,004.50		
825	611100	CHEMICALS									
001146	IDEAL CHEMICAL	295908	0	2025	3	INV	A	876.80	C-010725	CHLORINE FOR WHITWO	
001146	IDEAL CHEMICAL	295909	0	2025	3	INV	A	876.80	C-010725	CHLORINE FOR GREENB	
001146	IDEAL CHEMICAL	295910	0	2025	3	INV	A	1,132.55	C-010725	WTR TREATMENT CHEMI	
001146	IDEAL CHEMICAL	296094	0	2025	3	INV	A	2,544.75	C-010725	CHEMICALS FOR GETWE	
001146	IDEAL CHEMICAL	296095	0	2025	3	INV	A	876.80	C-010725	CHEMICALS FOR STARL	
001146	IDEAL CHEMICAL	296096	0	2025	3	INV	A	2,544.75	C-010725	CHEMICALS FOR GREEN	
001146	IDEAL CHEMICAL	296097	0	2025	3	INV	A	2,544.75	C-010725	CHEMICALS FOR WHITW	
								11,397.20			
		ACCOUNT TOTAL							11,397.20		
825	611300	MAINTENANCE VEHICLES									
001150	NAPA GENUINE PARTS C	894116	0	2025	3	INV	A	108.33	C-010725	MAINT ITEMS FOR SWR	
001150	NAPA GENUINE PARTS C	894326	0	2025	3	INV	A	12.67	C-010725	OIL FILTERS FOR SWR	
001150	NAPA GENUINE PARTS C	894548	0	2025	3	INV	A	31.08	C-010725	MATERIAL FOR ROUTIN	

FY2025 CLAIMS DOCKET C-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
									152.08
007304	O'REILLYS AUTO PARTS 1257-317778	0	2025 3	INV	A			WIPER BLADES & BATT	126.67 C-010725
	ACCOUNT TOTAL								278.75
825	612200							MAINTENANCE EQUIPMENT & BUILD	
000883	AMERICAN TIRE REPAIR 173586	0	2025 3	INV	A			TIRE REPAIR ON DUMP	70.00 C-010725
	ACCOUNT TOTAL								70.00
825	612500							UNIFORMS	
030629	AMAZON CAPITAL 147V9WN9GVN4	0	2025 3	INV	A			UNIFORM JACKET	59.98 C-010725
030629	AMAZON CAPITAL 1K6X3PNFX7KW	0	2025 3	INV	A			UNIFORM BIBS	73.13 C-010725
030629	AMAZON CAPITAL 1W69G6FRT7WT	0	2025 3	INV	A			UNIFORM JACKET FOR	59.98 C-010725
030629	AMAZON CAPITAL 1XRW7QHRNNVH	0	2025 3	INV	A			UNIFORM BIBS FOR NE	590.94 C-010725
	ACCOUNT TOTAL								784.03
825	625603							SCADA SERVICES	
009195	GAINES, ROBERT 1288	0	2025 3	INV	A			SCADA SERV	5,577.50 C-010725
	ACCOUNT TOTAL								5,577.50
825	630600							VEHICLES	
000669	CAMPER CITY USA INC 471958	0	2025 3	INV	A			STEPS FOR TRK 858	570.00 C-010725
	ACCOUNT TOTAL								570.00
825	650903							INTERCEPTOR SEWER TREATMENT	
002848	HORN LAKE CREEK BASI 12202024	0	2025 3	INV	A			SWR FEES 12/2024	238,875.15 C-010725
	ACCOUNT TOTAL								238,875.15
	ORG 825		TOTAL						265,557.13
FUND 0400 UTILITY FUND						TOTAL:			506,153.34

** END OF REPORT - Generated by Alicia Ferguson **

FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL			16,169.64	
150	614000			GASOLINE/OIL					
006919	FUELMAN	NP67606924	0	2025	3 INV P	94.65	D-010725	223244	IT FUEL
006919	FUELMAN	NP67630804	0	2025	3 INV P	114.89	D-010725	223276	IT FUEL
						209.54			
					ACCOUNT TOTAL			209.54	
150	625700			TELEPHONE/POSTAGE					
001095	VERIZON WIRELESS	6100078555	0	2025	3 INV P	38.69	D-010725	223253	ACCT 642151677-0000
001167	AT&T MOBILITY	3491-1224	0	2025	3 INV P	622.34	D-010725	223233	287251543491X121120
					ACCOUNT TOTAL			661.03	
					ORG 150	TOTAL			17,191.30
155			CITY CLERK						
155	625700			TELEPHONE & POSTAGE					
001167	AT&T MOBILITY	9424-1224	0	2025	3 INV P	196.04	D-010725	223254	287258869424-CITY C
007504	PAETEC	76780349	0	2025	3 INV P	651.54	D-010725	223251	ACCT # 61147293
					ACCOUNT TOTAL			847.58	
155	626900			TRAVEL & TRAINING					
001339	CREDIT CARD CENTER	12-26-24	0	2025	3 INV P	793.36	D-010725	223272	CADENCE BANK CREDIT
					ACCOUNT TOTAL			793.36	
					ORG 155	TOTAL			1,640.94
160			FACILITIES						
160	625600			REPAIRS AND MAINTENANCE					
002351	COMCAST	568148-12062	0	2025	3 INV P	72.79	D-010725	223271	BUSINESS INTERNET-
					ACCOUNT TOTAL			72.79	
160	625700			TELEPHONE & POSTAGE					
001167	AT&T MOBILITY	1522-1224	0	2025	3 INV P	372.85	D-010725	223233	287322981522X121120
					ACCOUNT TOTAL			372.85	
160	626000			UTILITIES					
000966	ENTERGY	140006765390	0	2025	3 INV P	4,751.75	D-010725	223256	16831992 8700 NORTH
000966	ENTERGY	140006765393	0	2025	3 INV P	12.72	D-010725	223261	16834756 SOUTH CIR
000966	ENTERGY	15008872731	0	2025	3 INV P	36.69	D-010725	223241	16850885 AIRWAYS AN
000966	ENTERGY	185007909220	0	2025	3 INV P	129.23	D-010725	223240	110822004 MS 302 @
000966	ENTERGY	205007402840	0	2025	3 INV P	66.80	D-010725	223260	60209269 7111 TCHUL

FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
000966 ENTERGY	240006252190	0	2025 3	INV	P	106.37	D-010725	223240	16713240	CHURCH RD	
000966 ENTERGY	240006252191	0	2025 3	INV	P	43.49	D-010725	223241	16713968	CHURCH RD	
000966 ENTERGY	25008745019	0	2025 3	INV	P	367.68	D-010725	223257	130057649	7312 HIGH	
000966 ENTERGY	275006768274	0	2025 3	INV	P	85.85	D-010725	223258	190769851	9105 GETW	
000966 ENTERGY	280006295412	0	2025 3	INV	P	20.94	D-010725	223241	17624743	6200 GETWE	
000966 ENTERGY	30009705979	0	2025 3	INV	P	128.99	D-010725	223240	16293359	WHITWORTH	
000966 ENTERGY	305005757946	0	2025 3	INV	P	3.12	D-010725	223262	80540586	8889 NORTH	
000966 ENTERGY	335005574561	0	2025 3	INV	P	3,346.69	D-010725	223273	68111178	8554 NORTH	
000966 ENTERGY	375005232746	0	2025 3	INV	P	.65	D-010725	223274	16832636	4085 STATE	
000966 ENTERGY	390004130128	0	2025 3	INV	P	204.02	D-010725	223273	19046929	1978 STATE	
000966 ENTERGY	80008409492	0	2025 3	INV	P	948.26	D-010725	223256	16004111	8889 NORTH	
000966 ENTERGY	80008409508	0	2025 3	INV	P	182.96	D-010725	223257	15991573	8710 NORTH	
						10,436.21					
001145 ATMOS ENERGY	4564-1224	0	2025 3	INV	P	66.60	D-010725	223269	3061364564	1551 DOR	
ACCOUNT TOTAL						10,502.81					
160 626700			RENTAL								
014437 CB RICHARD ELLIS COR	12-11-2024	0	2025 3	INV	P	9.41	D-010725	223255	REMAINING BALANCE 0		
ACCOUNT TOTAL						9.41					
ORG 160 TOTAL						10,957.86					
180			PLANNING / ENGINEERING DEPT								
180 622100			PROFESSIONAL FEES								
010920 DALE K. THOMPSON	12-16-24	0	2025 3	INV	P	404.00	D-010725	223239	LIEN RELEASE FEES		
ACCOUNT TOTAL						404.00					
180 625700			TELEPHONE/POSTAGE								
001095 VERIZON WIRELESS	6100078555	0	2025 3	INV	P	695.16	D-010725	223253	ACCT 642151677-0000		
001167 AT&T MOBILITY	2685-1224	0	2025 3	INV	P	283.95	D-010725	223233	287269342685X121120		
001167 AT&T MOBILITY	2970-1224	0	2025 3	INV	P	511.11	D-010725	223233	287270432970X121120		
001167 AT&T MOBILITY	4718-1124	0	2025 3	INV	P	123.58	D-010725	223234	287274134718X121120		
						918.64					
ACCOUNT TOTAL						1,613.80					
180 626900			TRAVEL & TRAINING								
001339 CREDIT CARD CENTER	12-26-24	0	2025 3	INV	P	480.00	D-010725	223272	CADENCE BANK CREDIT		
ACCOUNT TOTAL						480.00					
ORG 180 TOTAL						2,497.80					

CITY OF SOUTHAVEN



FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
211								POLICE DEPARTMENT			
211	600100							SALARIES-ADMINISTRATION			
019126	FENNELL ALEX	12-16-24	0	2025	3	INV	P	284.80	D-010725	223267	MANUAL CHECK REQUES
								ACCOUNT TOTAL		284.80	
211	614000							FUEL & OIL			
006919	FUELMAN	NP67579646	0	2025	3	INV	P	12,358.39	D-010725	223243	FUEL FOR FLEET
								ACCOUNT TOTAL		12,358.39	
211	622100							INVESTIGATION SERVICES			
022719	UMB CARD SERVICES	100058-1224	0	2025	3	INV	P	224.96	D-010725	223252	TONER/PD JOB POSTIN
								ACCOUNT TOTAL		224.96	
211	625700							TELEPHONE & POSTAGE			
001095	VERIZON WIRELESS	6100078555	0	2025	3	INV	P	6,359.25	D-010725	223253	ACCT 642151677-0000
001167	AT&T MOBILITY	1151-1224	0	2025	3	INV	P	493.03	D-010725	223233	287297551151X121120
007504	PAETEC	76780349	0	2025	3	INV	P	178.44	D-010725	223251	ACCT # 61147293
								ACCOUNT TOTAL		7,030.72	
211	626000							UTILITIES			
000966	ENTERGY	170006727948	0	2025	3	INV	P	57.72	D-010725	223260	180865792 STATELINE
000966	ENTERGY	230006254036	0	2025	3	INV	P	55.52	D-010725	223260	133300244 8691 NORT
000966	ENTERGY	235007121447	0	2025	3	INV	P	2,434.59	D-010725	223256	37423837 8691 NORTH
000966	ENTERGY	440003421375	0	2025	3	INV	P	57.30	D-010725	223260	176619377 777 STATE
								2,605.13			
001145	ATMOS ENERGY	6889-1224	0	2025	3	INV	P	382.60	D-010725	223235	3017116889 8691 NOR
002351	COMCAST	1174-1224	0	2025	3	INV	P	357.82	D-010725	223270	8396010010001174 CI
								ACCOUNT TOTAL		3,345.55	
211	626900							TRAVEL & TRAINING			
001339	CREDIT CARD CENTER	12-26-24	0	2025	3	INV	P	1,550.00	D-010725	223272	CADENCE BANK CREDIT
								ACCOUNT TOTAL		1,550.00	
211	630400							MACHINERY & EQUIPMENT			
001167	AT&T MOBILITY	1878-1124	0	2025	3	INV	P	8,036.00	D-010725	223233	CAD & MOBILE RMS
019580	NAVIGATION ELECTRONI	12-18-24	0	2025	3	INV	P	1,635.00	D-010725	223277	GPS RECONSTRUCTION
								ACCOUNT TOTAL		9,671.00	

FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
		ORG 211	TOTAL				34,465.42				
215	EMERGENCY SERVICES										
215	625700	TELEPHONE/POSTAGE									
001167	AT&T MOBILITY	8226-1224	0	2025	3	INV	P	113.58	D-010725	223234	287311608226X121120
		ACCOUNT TOTAL				113.58					
		ORG 215	TOTAL				113.58				
290	FIRE DEPARTMENT										
290	610600	COMPUTER LICENSE									
030232	ACTIVE911 INC	586181-1	0	2025	3	INV	P	1,276.20	D-010725	223232	REISSUE-RENEWAL ACT
		ACCOUNT TOTAL				1,276.20					
290	625700	TELEPHONE & POSTAGE									
001095	VERIZON WIRELESS	6100078555	0	2025	3	INV	P	880.96	D-010725	223253	ACCT 642151677-0000
001167	AT&T MOBILITY	3065-1224	0	2025	3	INV	P	2,082.79	D-010725	223233	FIRE DEPT CELL PHON
007504	PAETEC	76780349	0	2025	3	INV	P	95.51	D-010725	223251	ACCT # 61147293
		ACCOUNT TOTAL				3,059.26					
290	626000	UTILITIES									
000966	ENTERGY	470003462650	0	2025	3	INV	P	1,019.08	D-010725	223240	79401667-7980 SWINN
001145	ATMOS ENERGY	1390-1224	0	2025	3	INV	P	1,118.38	D-010725	223269	GAS FOR STATION 3
001145	ATMOS ENERGY	2695-1224	0	2025	3	INV	P	727.89	D-010725	223235	3019672695-7980 SWI
								1,846.27			
		ACCOUNT TOTAL				2,865.35					
		ORG 290	TOTAL				7,200.81				
311	PUBLIC WORKS DEPARTMENT										
311	625700	TELEPHONE & POSTAGE									
001095	VERIZON WIRELESS	6100078555	0	2025	3	INV	P	40.01	D-010725	223253	ACCT 642151677-0000
001167	AT&T MOBILITY	1875-1124	0	2025	3	INV	P	35.82	D-010725	223268	PW PHONE CHARGERS
001167	AT&T MOBILITY	9041-1224	0	2025	3	INV	P	341.19	D-010725	223233	287251729041X121120
								377.01			
007504	PAETEC	76780349	0	2025	3	INV	P	77.05	D-010725	223251	ACCT # 61147293
		ACCOUNT TOTAL				494.07					
311	626000	UTILITIES									
000966	ENTERGY	105008007118	0	2025	3	INV	P	70.19	D-010725	223259	50881309 1005 CHURC

CITY OF SOUTHAVEN



FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4													
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION					
000966	ENTERGY	105008007186	0	2025	3	INV	P	74.53	D-010725	223259	52730470	85	CHURCH
000966	ENTERGY	110008228913	0	2025	3	INV	P	.94	D-010725	223262	52482346	8355	AIRWA
000966	ENTERGY	140006765391	0	2025	3	INV	P	29.98	D-010725	223261	16832230	453	AIRPOR
000966	ENTERGY	15008872725	0	2025	3	INV	P	67.48	D-010725	223259	16832941	5140	TCHUL
000966	ENTERGY	15008872729	0	2025	3	INV	P	70.74	D-010725	223259	16837783	3005	COLLE
000966	ENTERGY	15008879262	0	2025	3	INV	P	.15	D-010725	223262	15540321	367	RASCO
000966	ENTERGY	155007788802	0	2025	3	INV	P	509.62	D-010725	223256	1506497	ST LTS	CITY
000966	ENTERGY	165007801939	0	2025	3	INV	P	403.37	D-010725	223273	119287241	1855	FIRS
000966	ENTERGY	2026173802	0	2025	3	INV	P	81,015.88	D-010725	223256	16836199	STREET	LIG
000966	ENTERGY	205007399323	0	2025	3	INV	P	77.11	D-010725	223259	68387034	249	GOODMA
000966	ENTERGY	220006220726	0	2025	3	INV	P	1,626.02	D-010725	223256	16833121	5813	PEPPE
000966	ENTERGY	220006220728	0	2025	3	INV	P	73.32	D-010725	223259	16853152	488	CHURCH
000966	ENTERGY	225007253946	0	2025	3	INV	P	80.11	D-010725	223258	89417216	5577	GETWE
000966	ENTERGY	230006253926	0	2025	3	INV	P	106.82	D-010725	223258	110821998	MISS	VALL
000966	ENTERGY	250006267447	0	2025	3	INV	P	95.16	D-010725	223258	108163825	6145	AIRW
000966	ENTERGY	25008750863	0	2025	3	INV	P	1.11	D-010725	223274	50881416	4005	STATE
000966	ENTERGY	270006306926	0	2025	3	INV	P	95.13	D-010725	223258	176129674	7970	TCHU
000966	ENTERGY	285006655645	0	2025	3	INV	P	2.60	D-010725	223262	16837528	STATELINE	
000966	ENTERGY	285006655713	0	2025	3	INV	P	1.21	D-010725	223262	89417232	6006	GETWE
000966	ENTERGY	290006282596	0	2025	3	INV	P	70.19	D-010725	223259	91224535	992	CHURCH
000966	ENTERGY	290006289818	0	2025	3	INV	P	.54	D-010725	223262	64945074	805	RASCO
000966	ENTERGY	30009706011	0	2025	3	INV	P	25.43	D-010725	223261	16344749	SWEETFLAG	
000966	ENTERGY	310004576139	0	2025	3	INV	P	34.70	D-010725	223261	69086056	HAMILTON	
000966	ENTERGY	315005703948	0	2025	3	INV	P	78.34	D-010725	223258	59478867	6345	AIRWA
000966	ENTERGY	315005703949	0	2025	3	INV	P	70.47	D-010725	223259	59478941	6610	SIRWA
000966	ENTERGY	315005703950	0	2025	3	INV	P	77.25	D-010725	223259	58522954	6875	AIRWA
000966	ENTERGY	335005573782	0	2025	3	INV	P	82.40	D-010725	223274	68134634	NORTHWEST	
000966	ENTERGY	335005573783	0	2025	3	INV	P	126.13	D-010725	223273	68135326	STATELINE	
000966	ENTERGY	350004288093	0	2025	3	INV	P	1.62	D-010725	223262	147671994	GOODMAN A	
000966	ENTERGY	35008605525	0	2025	3	INV	P	188.08	D-010725	223257	169321593	2810	MAY
000966	ENTERGY	385005100634	0	2025	3	INV	P	16.05	D-010725	223261	100968049	8770	NORT
000966	ENTERGY	395005097613	0	2025	3	INV	P	58.80	D-010725	223260	63799183	6715	HOSPI
000966	ENTERGY	415004768868	0	2025	3	INV	P	72.49	D-010725	223259	124065178	AIRWAYS B	
000966	ENTERGY	415004768869	0	2025	3	INV	P	78.48	D-010725	223258	124075086	AIRWAYS B	
000966	ENTERGY	420003396879	0	2025	3	INV	P	44.78	D-010725	223261	55245484	8935	COMME
000966	ENTERGY	440003420392	0	2025	3	INV	P	1.23	D-010725	223262	19131200	8185	GETWE
000966	ENTERGY	490003466110	0	2025	3	INV	P	128.99	D-010725	223257	176873271	WHITWORTH	
000966	ENTERGY	4900034667676	0	2025	3	INV	P	20.51	D-010725	223261	201373990	730	RASCO
000966	ENTERGY	70008495988	0	2025	3	INV	P	69.06	D-010725	223259	85056398	750	BROOKS
000966	ENTERGY	90008383889	0	2025	3	INV	P	12.75	D-010725	223261	98050180	5813	PEPPE
								85,659.76					
001105	NORTHCENTRAL ELECTRI	7002-1224	0	2025	3	INV	P	463.20	D-010725	223278	59247002	TENNIS	COM
001105	NORTHCENTRAL ELECTRI	7009-1224	0	2025	3	INV	P	287.56	D-010725	223278	59247009	3750	FREEM
001105	NORTHCENTRAL ELECTRI	7013-1224	0	2025	3	INV	P	33.34	D-010725	223278	59247013	3750	FREEM
001105	NORTHCENTRAL ELECTRI	7018-1224	0	2025	3	INV	P	55.26	D-010725	223278	59247018	GOODMAN	RD
								839.36					
ACCOUNT TOTAL								86,499.12					

FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
311	626900										
001339	CREDIT CARD CENTER	12-26-24	0	2025	3	INV P	107.00	D-010725	223272	CADENCE BANK CREDIT	
							107.00			ACCOUNT TOTAL	
							87,100.19			ORG 311 TOTAL	
411											
										PARKS DEPARTMENT	
411	625700										
001095	VERIZON WIRELESS	6100078555	0	2025	3	INV P	440.11	D-010725	223253	ACCT 642151677-0000	
001167	AT&T MOBILITY	1081-1224	0	2025	3	INV P	609.13	D-010725	223233	287265161081X121120	
							1,049.24			ACCOUNT TOTAL	
411	626000										
										UTILITIES	
000966	ENTERGY	100006970722	0	2025	3	INV P	88.10	D-010725	223258	47805247	6208 SNOWD
000966	ENTERGY	110008224689	0	2025	3	INV P	168.61	D-010725	223273	20291415	3480 SUNSE
000966	ENTERGY	110008226880	0	2025	3	INV P	55.52	D-010725	223260	69723351	8925 SWINN
000966	ENTERGY	115007971733	0	2025	3	INV P	136.19	D-010725	223273	31109317	7655 TCHUL
000966	ENTERGY	115007971734	0	2025	3	INV P	88.10	D-010725	223274	31109366	7625 TCHUL
000966	ENTERGY	115007971735	0	2025	3	INV P	90.43	D-010725	223274	31109424	7635 TCHUL
000966	ENTERGY	115007971736	0	2025	3	INV P	91.23	D-010725	223274	31109473	7525 TCHUL
000966	ENTERGY	115007971737	0	2025	3	INV P	82.28	D-010725	223274	31109549	7535 TCHUL
000966	ENTERGY	115007971738	0	2025	3	INV P	83.51	D-010725	223274	31109614	7645 TCHUL
000966	ENTERGY	115007971739	0	2025	3	INV P	55.52	D-010725	223274	31109648	7665 TCHUL
000966	ENTERGY	115007971740	0	2025	3	INV P	1.51	D-010725	223274	33109663	7735 TCHUL
000966	ENTERGY	120006824667	0	2025	3	INV P	1,890.82	D-010725	223273	15744642	3376 NAIL
000966	ENTERGY	120006824668	0	2025	3	INV P	25.50	D-010725	223274	15744865	3566 NAIL
000966	ENTERGY	15008872728	0	2025	3	INV P	62.71	D-010725	223241	16836884	CHAPARRAL
000966	ENTERGY	15008872730	0	2025	3	INV P	315.31	D-010725	223240	16838617	SNOWDON PA
000966	ENTERGY	185007913442	0	2025	3	INV P	161.40	D-010725	223273	66762873	6275 SNOWD
000966	ENTERGY	190006947239	0	2025	3	INV P	23,561.21	D-010725	223273	41111535	7360 US HI
000966	ENTERGY	265006844782	0	2025	3	INV P	55.52	D-010725	223260	45692910	8925 SWINN
000966	ENTERGY	270006309979	0	2025	3	INV P	65.33	D-010725	223260	46687588	365 RASCO
000966	ENTERGY	285006655642	0	2025	3	INV P	55.52	D-010725	223260	16834020	GETWELL &
000966	ENTERGY	285006655644	0	2025	3	INV P	164.01	D-010725	223257	16837304	6205 SNOWD
000966	ENTERGY	285006655646	0	2025	3	INV P	467.30	D-010725	223257	16852006	7505 STONE
000966	ENTERGY	290006286263	0	2025	3	INV P	111.04	D-010725	223274	74869355	6277A SNOW
000966	ENTERGY	340004389059	0	2025	3	INV P	2,008.36	D-010725	223256	182817924	6277D SNO
000966	ENTERGY	340004389060	0	2025	3	INV P	8.67	D-010725	223261	182817932	6277C SNO
000966	ENTERGY	360004214887	0	2025	3	INV P	95.16	D-010725	223258	31109259	7705 TCHUL
000966	ENTERGY	360004214914	0	2025	3	INV P	533.79	D-010725	223256	20892766	6070 SNOWD
000966	ENTERGY	360004214990	0	2025	3	INV P	42.52	D-010725	223261	22512453	6205 GETWE
000966	ENTERGY	360004215842	0	2025	3	INV P	314.51	D-010725	223257	38822441	8925 SWINN
000966	ENTERGY	380004180543	0	2025	3	INV P	871.79	D-010725	223256	123335762	800 STONE
000966	ENTERGY	385005143996	0	2025	3	INV P	174.99	D-010725	223257	19046408	3025 CARNI
000966	ENTERGY	390004128472	0	2025	3	INV P	826.57	D-010725	223256	18054049	SNOWDEN BA
000966	ENTERGY	40003138839	0	2025	3	INV P	82.28	D-010725	223241	11924972	7635 TCHUL
000966	ENTERGY	410003295848	0	2025	3	INV P	251.13	D-010725	223257	66074311	6208A SNOW
000966	ENTERGY	425004716448	0	2025	3	INV P	631.52	D-010725	223240	38124624	CHERRY VAL
000966	ENTERGY	430003421401	0	2025	3	INV P	424.77	D-010725	223273	16839250	1505 CHERR

FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
000966 ENTERGY	485004392190	0	2025 3	INV	P	25.77	D-010725	223261	125567883	800 STONE	
000966 ENTERGY	490003467281	0	2025 3	INV	P	189.69	D-010725	223257	15928989	8400 GREEN	
000966 ENTERGY	520001693957	0	2025 3	INV	P	4,093.39	D-010725	223256	44368587	3335 PINE	
000966 ENTERGY	90008392990	0	2025 3	INV	P	73.68	D-010725	223259	56395635	7360 US HI	
						38,525.26					
001105 NORTHCENTRAL ELECTRI	7016-1224	0	2025 3	INV	P	321.54	D-010725	223278	59247016	3656 PINE	
001145 ATMOS ENERGY	1167-1224	0	2025 3	INV	P	217.59	D-010725	223269	4034951167	740 STOW	
001145 ATMOS ENERGY	2435-1224	0	2025 3	INV	P	315.60	D-010725	223269	3019672435	8400 GRE	
001145 ATMOS ENERGY	3076-1224	0	2025 3	INV	P	132.65	D-010725	223269	3020713076	8925 SWI	
001145 ATMOS ENERGY	3727-1224	0	2025 3	INV	P	28.92	D-010725	223269	4010573727	800 STOW	
001145 ATMOS ENERGY	4936-1224	0	2025 3	INV	P	369.31	D-010725	223235	3057134936	6205 SNO	
						1,064.07					
001167 AT&T MOBILITY	1874-1124	0	2025 3	INV	P	52.98	D-010725	223234	662280513664	61874-	
002351 COMCAST	1174-1224	0	2025 3	INV	P	529.31	D-010725	223270	839601001000	1174 CI	
ACCOUNT TOTAL						40,493.16					
ORG 411 TOTAL						41,542.40					
412	PARK TOURNAMENTS										
412	612400	RESELL / CONCESSION EXPENSE									
035925 KB ENTERPRISES	4-400140	0	2025 3	INV	P	597.70	D-010725	223247	CONCESSION		
035925 KB ENTERPRISES	6-400005	0	2025 3	INV	P	283.80	D-010725	223247	CONCESSION		
035925 KB ENTERPRISES	6-400006	0	2025 3	INV	P	240.80	D-010725	223247	CONCESSIONS		
035925 KB ENTERPRISES	7-400129	0	2025 3	INV	P	756.80	D-010725	223247	CONCESSION		
035925 KB ENTERPRISES	7-400130	0	2025 3	INV	P	647.15	D-010725	223247	CONCESSION		
						2,526.25					
ACCOUNT TOTAL						2,526.25					
412	626102	PROMOTIONS									
027343 JOHNSON MICHAEL	12-16-24	0	2025 3	INV	P	625.88	D-010725	223245	SNOWDEN GROVE TENNI		
038236 JUBILANT CARE	12-14-24	0	2025 3	INV	P	315.00	D-010725	223246	ATHLETIC TRAINING S		
038236 JUBILANT CARE	12-19-24	0	2025 3	INV	P	192.50	D-010725	223263	VOLLEYBALL ATHLETIC		
						507.50					
ACCOUNT TOTAL						1,133.38					
ORG 412 TOTAL						3,659.63					
511	ANIMAL CONTROL										
511	611000	MATERIALS									
040638 MSTs RECEIVABLES LLC	917273-1	0	2025 3	INV	P	85.55	D-010725	223249	MATERIALS- REISSUE		

CITY OF SOUTHAVEN



FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL						85.55			
511 625700									
001167	AT&T MOBILITY	7723-1224	0	2025	3 INV P	283.95	D-010725	223234	287269097723X121120
ACCOUNT TOTAL						283.95			
ORG 511 TOTAL						369.50			
902	622102								
GENERAL EXPENSES									
CIVIL ENGINEERING SERVICES									
001160	NEEL-SCHAFFER INC	1093860	0	2025	3 INV P	800.49	D-010725	223250	DESOTO COUNTY STORM
001160	NEEL-SCHAFFER INC	1095225	0	2025	3 INV P	1,901.92	D-010725	223250	DESOTO COUNTY STORM
001160	NEEL-SCHAFFER INC	1096955	0	2025	3 INV P	520.11	D-010725	223250	DESOTO COUNTY STORM
001160	NEEL-SCHAFFER INC	1100188	0	2025	3 INV P	2,021.54	D-010725	223250	DESOTO COUNTY STORM
001160	NEEL-SCHAFFER INC	1100811-1	0	2025	3 INV P	2,712.26	D-010725	223250	DESOTO COUNTY STORM
						7,956.32			
ACCOUNT TOTAL						7,956.32			
902	625103								
DRAINAGE MAINTENANCE									
009591	TRI FIRMA	6699	25000214	2025	3 INV P	5,374.05	D-010725	223265	1177 CUSTER DRIVE
009591	TRI FIRMA	6704	25000215	2025	3 INV P	6,127.67	D-010725	223265	7656 BRIERFIELD DRI
						11,501.72			
ACCOUNT TOTAL						11,501.72			
902	626000								
UTILITIES-STREET LTS & SIGNALS									
000966	ENTERGY	140006765392	0	2025	3 INV P	129.60	D-010725	223257	16834293 HIGHWAY 51
000966	ENTERGY	15008872726	0	2025	3 INV P	151.23	D-010725	223240	16835019 T L MILLBR
000966	ENTERGY	230006253925	0	2025	3 INV P	101.36	D-010725	223258	110821972 STATELINE
000966	ENTERGY	230006253927	0	2025	3 INV P	102.28	D-010725	223258	110822038 RASCO RD
000966	ENTERGY	240006252474	0	2025	3 INV P	87.03	D-010725	223240	145700183 2996 COLL
000966	ENTERGY	25008745092	0	2025	3 INV P	96.99	D-010725	223258	189364755 HIGHWAY 5
000966	ENTERGY	285006655643	0	2025	3 INV P	6.88	D-010725	223261	16835456 SOUTHAVEN
000966	ENTERGY	30009718349	0	2025	3 INV P	135.15	D-010725	223273	110821956 HIGHWAY 5
000966	ENTERGY	390004125997	0	2025	3 INV P	129.23	D-010725	223240	19075704 MS 302 & T
000966	ENTERGY	390004128828	0	2025	3 INV P	60.16	D-010725	223260	202657599 943 STATE
000966	ENTERGY	39007457780	0	2025	3 INV P	294.91	D-010725	223273	100253780 GOODMAN &
000966	ENTERGY	400003140790	0	2025	3 INV P	129.60	D-010725	223257	15556418 STATE LINE
000966	ENTERGY	430003423234	0	2025	3 INV A	251.20	D-010725	110822012 STATELINE	
000966	ENTERGY	460003461785	0	2025	3 INV P	81.33	D-010725	223241	202657565 1486 CHUR
000966	ENTERGY	60008634947	0	2025	3 INV A	43.44	D-010725	16835951	STATELINE
000966	ENTERGY	60008634948	0	2025	3 INV A	103.49	D-010725	16839979	ST LINE RD
000966	ENTERGY	60008634949	0	2025	3 INV A	24.25	D-010725	16850182	GREENBROOK
000966	ENTERGY	60008634950	0	2025	3 INV A	12.32	D-010725	16850398	GREENBROOK
						1,940.45			

FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL				1,940.45
			ORG 902	TOTAL				21,398.49
FUND 0010 GENERAL FUND				TOTAL:				228,906.17

FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
611				SPECIAL ASSESSMENTS EXPEND					
611	623800 90020			TENNIS PHASE 2 EXPANSION					
001540 MURPHY & SONS, INC.	PAYAPP7TENNIS	0	2025 1	INV P	372,025.70	D-010725	223264	PAYAPP7 TENNIS	
				ACCOUNT TOTAL	372,025.70				
				ORG 611 TOTAL	372,025.70				
FUND 0240 TOURIST & CONVENTION					TOTAL:	372,025.70			

CITY OF SOUTHAVEN



FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
0400									UTILITY FUND
0400	130700								ACCOUNTS RECEIVABLE
018024	COURTNEY WILLIAM B I	12-16-24	0	2025	3	INV P	87.45	D-010725	223238 UTILITY REFUND
038070	EVERNEST, LLC	12-26-24	0	2025	3	INV P	262.35	D-010725	223275 UTILITY REFUND
							ACCOUNT TOTAL		349.80
							ORG 0400	TOTAL	349.80
825									UTILITY MAINTENANCE EXPENSES
825	611000								MATERIALS
040638	MSTS RECEIVABLES LLC	917060-1	0	2025	3	INV P	409.54	D-010725	223248 TOOLS- REISSUE
							ACCOUNT TOTAL		409.54
825	625700								TELEPHONE & POSTAGE
001095	VERIZON WIRELESS	6100078555	0	2025	3	INV P	680.17	D-010725	223253 ACCT 642151677-0000
001167	AT&T MOBILITY	4319-1224	0	2025	3	INV P	1,757.43	D-010725	223233 ACCT 287309584319-C
001167	AT&T MOBILITY	60413-1224	0	2025	3	INV P	2,316.94	D-010725	223233 287251660413X121120
							4,074.37		
							ACCOUNT TOTAL		4,754.54
825	626000								UTILITIES
000966	ENERGY	115007973861	0	2025	3	INV P	66.55	D-010725	223260 163913981 SWINNEA R
000966	ENERGY	130006797908	0	2025	3	INV P	190.36	D-010725	223240 173771627 5937 KUYK
000966	ENERGY	140006765394	0	2025	3	INV P	115.74	D-010725	223258 16835787 HUDGINS RD
000966	ENERGY	15008872727	0	2025	3	INV P	401.54	D-010725	223240 16836702 6854 TCHUL
000966	ENERGY	15008872732	0	2025	3	INV P	17.41	D-010725	223241 16851461 HUNTERS GL
000966	ENERGY	170006723967	0	2025	3	INV P	57.02	D-010725	223241 126811512 AIRWAYS B
000966	ENERGY	220006225454	0	2025	3	INV P	15.58	D-010725	223261 16851180 7696 AIRWA
000966	ENERGY	255006919576	0	2025	3	INV P	1,899.58	D-010725	223273 201794930 1551 DORC
000966	ENERGY	260006281502	0	2025	3	INV P	21.32	D-010725	223241 79240206 4154 DAVIS
000966	ENERGY	270006306761	0	2025	3	INV P	409.13	D-010725	223257 102092335 8182 GETW
000966	ENERGY	285006653931	0	2025	3	INV P	13.01	D-010725	223241 19045665 6845 MCCA
000966	ENERGY	285006655647	0	2025	3	INV P	55.52	D-010725	223260 16852907 1334 GOODM
000966	ENERGY	285006655648	0	2025	3	INV P	5,745.78	D-010725	223256 16853459 5850 GETWE
000966	ENERGY	285006655931	0	2025	3	INV P	3.00	D-010725	223262 167538396 8827 GETW
000966	ENERGY	305005757055	0	2025	3	INV P	62.58	D-010725	223260 18141937 8440 GREEN
000966	ENERGY	370004198906	0	2025	3	INV P	67.08	D-010725	223259 71532782 1433 STATE
000966	ENERGY	400003139967	0	2025	3	INV P	12,125.30	D-010725	223256 76259076 3088 NAIL
000966	ENERGY	465004466102	0	2025	3	INV P	22.68	D-010725	223241 122548779 5253 SWIN
000966	ENERGY	480003468017	0	2025	3	INV P	117.77	D-010725	223274 16293136 8779 WHITW
000966	ENERGY	70008495967	0	2025	3	INV P	141.19	D-010725	223240 85491660 CHANCEY CO
							21,548.14		
001105	NORTHCENTRAL ELECTRI	7001-1224	0	2025	3	INV P	115.62	D-010725	223278 59247001 3541 GOODM

FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
001105 NORTHCENTRAL ELECTRI	7011-1224	0	2025 3	INV	P	37.56	D-010725	223278	59247011	4105	GOODM
						153.18					
001145 ATMOS ENERGY	5862-1224	0	2025 3	INV	P	50.26	D-010725	223269	4024565862	8182	GET
002351 COMCAST	1174-1224	0	2025 3	INV	P	723.94	D-010725	223270	8396010010001174		CI
						ACCOUNT TOTAL					22,475.52
			ORG 825			TOTAL					27,639.60
FUND 0400 UTILITY FUND						TOTAL:					27,989.40

FY2025 CLAIMS DOCKET D-010725

YEAR/PERIOD: 2025/1 TO 2025/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
850									
850	622100								
019230	WASTE PRO-MEMPHIS	1134366	0	2025 3 INV P				405,826.32	D-010725 223266 PROF GARBAGE SERV
								405,826.32	ACCOUNT TOTAL
								405,826.32	ORG 850 TOTAL
FUND 0450 SANITATION FUND					TOTAL:			405,826.32	

** END OF REPORT - Generated by Alicia Ferguson **

FY2025 CLAIMS DOCKET W-010725

YEAR/PERIOD: 2024/1 TO 2025/4												
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
902		GENERAL EXPENSES										
902	624103			BOND ADMIN FEES								
001149	PEOPLES BANK, THE	7491	0	2025	3	DIR	P	2,000.00	W-010725	67329	INTEREST, PRINCIPAL,	
001149	PEOPLES BANK, THE	8604	0	2025	3	DIR	P	2,750.00	W-010725	67331	INTEREST, PRINCIPAL	
								4,750.00				
013790	HANCOCK BANK	42723	0	2025	3	DIR	P	950.00	W-010725	67330	6/2/24-12/1/24 MS G	
				ACCOUNT TOTAL				5,700.00				
			ORG 902	TOTAL				5,700.00				
FUND 0010 GENERAL FUND				TOTAL:				5,700.00				

FY2025 CLAIMS DOCKET W-010725

YEAR/PERIOD: 2024/1 TO 2025/4		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
701										
701	650101								DEBT SVC EXPENSES	
									PRINCIPAL PAYMENT-NOTE	
	001149	PEOPLES BANK, THE	7491	0	2025	3 DIR P	1,150,000.00	W-010725	67329 INTEREST, PRINCIPAL,	
	001149	PEOPLES BANK, THE	8604	0	2025	3 DIR P	585,000.00	W-010725	67331 INTEREST, PRINCIPAL	
							1,735,000.00			
									ACCOUNT TOTAL	
							1,735,000.00			
701	650401								GEN OB INTEREST	
	001149	PEOPLES BANK, THE	7491	0	2025	3 DIR P	144,775.00	W-010725	67329 INTEREST, PRINCIPAL,	
	001149	PEOPLES BANK, THE	8604	0	2025	3 DIR P	64,100.00	W-010725	67331 INTEREST, PRINCIPAL	
							208,875.00			
									ACCOUNT TOTAL	
							208,875.00			
									ORG 701 TOTAL	
							1,943,875.00			
FUND 0300 DEBT SERVICE							TOTAL:	1,943,875.00		

17.

Executive Session

Litigation/Claims by and against the City
involving City Infrastructure , SPD, SFD;
Economic Development; Interdepartmental
Personnel with No Action