



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
March 17, 2015
6:00 p.m.
AGENDA**

- 1. Call To Order**
- 2. Invocation: Pastor Greg Davis, Cornerstone Church**
- 3. Pledge Of Allegiance**
- 4. Approval Of Minutes: February 24, 2015 and March 3, 2015**
- 5. Snowden Grove MOU for Reimbursement of Funds**
- 6. Request to Advertise the Hurricane Creek Sewer Project – Phase 8 Emergency Backup Pump System**
- 7. Change Order #2 - Hurricane Creek Sewer Project - Phase 4**
- 8. AMB/MARS Contract with SFD**
- 9. Surplus Property – ITEC Department**
- 10. Planning Agenda**
- 11. Mayor's Report**
- 12. Citizen's Agenda: Graziella Fichthorn**
- 13. Personnel Docket**
- 14. City Attorney's Legal Update**
- 15. Old Business: Starlanding Road MOU**
- 16. Claims Docket**
- 17. Executive Session: Claims and Litigation filed against the City for Infrastructure
Update on Litigation filed against Southaven Police Department**

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

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MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
March 3, 2015
6:00 p.m.
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance: Jackson Flowers, Boy Scout Troop 241 from Christ Methodist Church
4. Approval Of Minutes: February 17, 2015
5. Professional Services Agreement - Signs and Stuff
6. Lease Renewal with True Word Ministries
7. Amendment to City Ordinance Title 1, Chapter 6, Article II, Section 1-216(a)
8. MOU with County for NRCS Project at Stateline Road and Horn Lake Creek
9. Resolution for Re-funding of 2005 and 2007 GO Bonds Series 2015
10. Resolution Appointing Deputy Clerks
11. Resolution for MDOT Easement and Construction Agreement regarding connector road installation between Old Airways and Airways Blvd.
12. Cops For Kids Request for Donation of Snowden House for Make-A-Wish Fundraiser, April 8-12, 2015
13. New Hope Missionary Baptist Church Request for Donation of Snowden Grove Park for 5K, Oct. 17, 2015
14. DeSoto County Friends of the NRA Request for Donation of Arena, May 29, 2015
15. Planning Agenda: Item #1 Application by Sunny Sethi for Design Review Approval of a C-store to be located on lots 2 & 3 of the Assembly Commercial Subdivision on the south side of Stateline Road, west of Hwy. 51
Item #2 Scriveners Error and Address Revision Request for Snowden Grove Subdivision Area 8
Item #3 Project Activation Request for Stateline Road sidewalks (US-51 to Northwest Drive)

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16. Mayor's Report
17. Citizen's Agenda
18. Personnel Docket
19. City Attorney's Legal Update
20. Old Business: Starlanding Road MOU
21. Claims Docket
22. Executive Session: Litigation and Personnel with the SPD

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

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MINUTES OF THE REGULAR MEETING OF March 3, 2015 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

BE IT REMEMBERED that the Mayor and Board of Aldermen of the City of Southaven, Mississippi met in Regular Session on the 3rd day of March, 2015 at six o'clock (6:00) p.m. at City Hall.

Present were:

William Brooks	Alderman At Large
Kristian Kelly	Alderman, Ward 1
Shirley Beshears	Alderman, Ward 2
George Payne	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
Scott Ferguson	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Also present were Mayor Musselwhite, Andrea Mullen, Assistant City Clerk and Nick Manley, City Attorney. Approximately thirty (30) other people were present.

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led by Jackson Flowers with Boy Scout Troop 241 from Christ Methodist Church. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of February 17, 2015 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously.

PROFESSIONAL SERVICES AGREEMENT – SIGNS AND STUFF

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

Mr. Manley stated that this professional service agreement is between the City of Southaven and Signs and Stuff for providing specifications for the Bank Plus Amphitheater sign. Mr. Manley stated that since the money was provided to the City for the signs, the City must bid out the signs pursuant to State law. The agreement states that fees for this service will not exceed \$1,000.00. A motion was made by Alderman Flores to approve the professional services agreement and allow Mayor Musselwhite to sign. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES

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Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of March, 2015.

A copy of the professional services agreement is attached to these minutes.

LEASE RENEWAL WITH TRUE WORD MINISTRIES

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

Mr. Manley stated that this lease renewal with True Word Ministries is for a 2nd amendment to the lease renewal for the City Building on Brookhaven. Previously, the lease was extended until February 28, 2015 to allow for additional time for an appraisal of the building to be completed. Mr. Manley stated that the appraisal is still not complete and this amendment will extend the lease until May 31, 2015 to allow for additional time. Alderman Payne made the motion to authorize Mayor Musselwhite to enter into the second amendment lease with True Word Ministries. Motion was seconded by Alderman Brooks.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of March, 2015.

A copy of the lease amendment is attached to these minutes.

AMENDMENT TO CITY ORDINANCE TITLE 1, CHAPTER 6, ARTICLE II, SECTION 1-216(a)

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

Mr. Manley stated that this item amends the sewer user charge ordinance so that it is applicable to all who have access to sewer.

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RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AMENDING THE SOUTHAVEN CODE OF ORDINANCES TITLE I, CHAPTER 6, ARTICLE II, SECTION 1-216(a)

WHEREAS, Mississippi Code Section 21-27-23 provides that the City of Southaven ("City") "may establish, maintain and collect rates for the facilities and services offered by any such [sewer] system"; and

WHEREAS, Mississippi Code Section 21-27-23 allows for the City to borrow money to improve the sewerage system and sewage disposal system; and

WHEREAS, the City has borrowed and expended significant public funds to provide sewer infrastructure and access to various residents who have not connected to the City sewer system; and

WHEREAS, the City may charge residents, who have not connected to the City sewer system, for sewer when the City has provided sewer infrastructure which provides access to the City sewer system as all City residents enjoy the benefits of the City sewer system (MS AG Op., Manley (February 6, 2015)); and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, BY RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND THE CITY OF SOUTHAVEN CODE OF ORDINANCES TITLE I, CHAPTER 6, ARTICLE II, SECTION 1-216(a), AS FOLLOWS:

TITLE I, CHAPTER 6, ARTICLE II, SECTION 1-216(a)

Sec. 1-216. User charge.

- (a) User charge shall be the charge levied on all users including, but not limited to, persons, firms, corporations or governmental entities that consume water from the public water works and/or discharge sewage into the public sewage works or have the access to discharge into the public sewage works.

NOW, THEREFORE BE IT ORDERED pursuant to Miss. Code 21-13-11, the City Clerk shall provide notice of the adoption of the Ordinance in the *Desoto Times* for one (1) time.

NOW, THEREFORE BE IT ORDERED pursuant to Miss. Code 21-13-11 and due to the City's desire and duty to provide for immediate preservation of the public health of its citizens associated with a viable and sustainable public sewage works system and based on the unanimous vote of all members of the governing body, this Ordinance shall be effective immediately.

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

Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES
Alderman William Brooks	voted: YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 3rd day of March, 2015.

CITY OF SOUTHAVEN, MISSISSIPPI

MOU WITH COUNTY FOR NRCS PROJECT AT STATELINE ROAD AND HORN LAKE CREEK

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

Mr. Manley stated that the Desoto County Board of Supervisors approved the MOU for the project at Stateline Road and Horn Lake Creek conditioned upon the City paying one half (1/2) of the local match (\$14,725.00) for construction and one half (1/2) the costs of property acquisition. As to property acquisition, it is estimated that only four (4) temporary construction easements will be needed at a total costs (title work and filing fees) of \$2,500 (\$1,250 for each entity). Mr. Manley added that if the landowners do not donate the property, the project will not go forward as it is not recommended by the County or City to pay for these properties for temporary use. Alderman Gallagher made the motion to authorize the agreement and allow Mayor Musselwhite to sign. Motion was seconded by Alderman Beshears.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of March, 2015

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A copy of the MOU is attached to these minutes.

RESOLUTION FOR RE-FUNDING OF 2005 AND 2007 GO BONDS SERIES 2015

The Mayor and Board of Aldermen of the City of Southaven, Mississippi, took up for further consideration the matter of the issuance of General Obligation Refunding Bonds, Series 2015, of said city, in the principal amount of not to exceed Seven Million Dollars (\$7,000,000). After a discussion of the subject, Alderman Flores offered and moved the adoption of the following resolution:

RESOLUTION (I) AUTHORIZING AND APPROVING THE DEFEASANCE AND REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY") AS DESECRIBED HEREIN; (II) AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF, AN ESCROW AGREEMENT (THE "ESCROW AGREEMENT"); (III) APPROVING THE SELECTION OF WHITNEY BANK D/B/A/ HANCOCK BANK, JACKSON, MISSISSIPPI, AS ESCROW AGENT (THE "ESCROW AGENT") UNDER THE TERMS AND PROVISIONS OF THE ESCROW AGREEMENT; AND (IV) AUTHORIZING AND THE INITIAL APPLICATION TO DEPARTMENT OF THE TREASURY, BUREAU OF PUBLIC DEBT, DIVISION OF SPECIAL INVESTMENTS, PARKERSBURG, WEST VIRGINIA FOR UNITED STATES TREASURY SECURITIES - STATE AND LOCAL GOVERNMENT SERIES (THE "SLGS") IN CONNECTION WITH THE REQUIREMENTS OF THE ESCROW AGREEMENT AND AUTHORIZING THE FINAL APPLICATION FOR THE SLGS AND/OR AUTHORIZING THE EXECUTION OF AN ESCROW BIDDING AGENT AGREEMENT, IF APPLICABLE; (V) APPROVING THE FORM OF AND EXECUTION OF A BOND PURCHASE AGREEMENT FOR THE SALE OF THE BONDS TO RAYMOND JAMES & ASSOCIATES, INC., MEMPHIS, TENNESSEE; (VI) AUTHORIZING THE MAYOR OR CITY CLERK OF THE CITY TO PROVIDE A WRITTEN NOTIFICATION TO WHITNEY BANK D/B/A/ HANCOCK BANK, JACKSON, MISSISSIPPI, AND FIRST NATIONAL BANK OF CLARKSDALE, CLARKSDALE, MISSISSIPPI AUTHORIZING AND APPROVING THE DEFEASANCE AND REFUNDING OF CERTAIN OUTSTANDING BONDS AS DESECRIBED HEREIN; (VII) APPROVING THE FORM OF AND THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE BONDS AND DIRECTING THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH SAID BONDS; AND (VIII) APPROVING THE PAYMENT OF

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COST OF ISSUANCE IN CONNECTION THEREWITH; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Southaven, Mississippi, acting for and on behalf of said City of Southaven, Mississippi, hereby finds, determines, adjudicates and declares as follows:

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

“Act” shall mean Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended from time to time.

“Act of Bankruptcy” shall mean the filing of a petition in bankruptcy or insolvency by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

“Agent” shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

“Authorized Officer” means the Mayor, the Clerk and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

“Bond” or “Bonds” shall mean the not to exceed \$7,000,000 General Obligation Refunding Bonds, Series 2015, of the City authorized and directed to be issued in this Bond Resolution.

“Bond Counsel” shall mean Butler Snow LLP, Ridgeland, Mississippi.

“Bond Purchase Agreement” shall mean the Bond Purchase Agreement, dated the date of the sale of the Bonds, by and between the City and the Underwriter.

“Bond Resolution” shall mean this resolution, as may be amended from time to time.

“Book-Entry System” means a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 2 herein.

“Callable Bonds” shall mean together, the Callable 2005 Bonds and the Callable 2007 Bonds.

“Callable 2005 Bonds” shall mean the 2005 Bonds which mature December 1 in the years 2016 through 2025, both inclusive; or shall include such outstanding 2005 Bonds maturing in December 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

“Callable 2007 Bonds” shall mean the 2007 Bonds which mature July 1 in the years 2018 through 2027, both inclusive; or shall include such outstanding 2007 Bonds maturing in July 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and

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delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

“City” shall mean the City of Southaven, Mississippi.

“Clerk” shall mean the City Clerk of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

“Direct Participant” means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

“DTC” means The Depository Trust Company.

“DTC participants” shall mean any participant for whom DTC is a Security Depository Nominee.

“Escrow Agent” shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity or escrow agent under the Escrow Agreement.

“Escrow Agreement” shall mean that Escrow Agreement dated the date of delivery of the Bonds by and among the City, the Bank and the Escrow Agent, providing for the defeasance and advanced refunding of the Refunded Bonds.

“Escrow Fund” shall mean together, the Escrow 2005 Fund and the Escrow 2007 Fund.

“Escrow 2005 Fund” shall mean the Escrow 2005 Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded 2005 Bonds.

“Escrow 2007 Fund” shall mean the Escrow 2007 Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded 2007 Bonds.

“Escrow Requirement” shall mean together, the Escrow 2005 Requirement and the Escrow 2007 Requirement.

“Escrow 2005 Requirement” shall mean that portion of the sale proceeds of the Bonds deposited in the Escrow 2005 Fund and used to defease and advance refund the Refunded 2005 Bonds as provided in the Escrow Agreement.

“Escrow 2007 Requirement” shall mean that portion of the sale proceeds of the Bonds deposited in the Escrow 2007 Fund and used to defease and advance refund the Refunded 2007 Bonds as provided in the Escrow Agreement.

“Financial Advisor” shall mean Government Consultants Inc., Jackson, Mississippi.

“Fiscal Year” shall mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

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

“Indirect Participant” shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

“Interest Payment Date” shall mean June 1 and December 1 of each year, commencing June 1, 2015, unless otherwise specified in the Bond Purchase Agreement.

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“Letter of Representations” shall mean the DTC Blanket Issuer Letter of Representations of the City.

“Mayor” shall mean the Mayor of the City.

“Paying Agent” shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as paying agent for the Bonds.

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

“Project” shall mean together using the proceeds of the Bonds to finance the Refunding Project and the payment of costs of issuance of the Bonds.

“Record Date” shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption.

“Record Date Registered Owner” shall mean the Registered Owner as of the Record Date.

“Refunded Bonds” shall mean together the Refunded 2005 Bonds and Refunded 2007 Bonds.

“Refunded 2005 Bonds” shall mean the 2005 Bonds which mature December 1 in the years 2016 through 2025, both inclusive; or shall include such outstanding 2005 Bonds maturing in December 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

“Refunded 2007 Bonds” shall mean the 2007 Bonds which mature July 1 in the years 2018 through 2027, both inclusive; or shall include such outstanding 2007 Bonds maturing in July 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

“Refunding Project” shall mean using a portion of the proceeds of the Bonds to provide funds to the City to finance (i) the advance refunding of the Refunded 2005 Bonds, including the redemption price of the Callable 2005 Bonds, and (ii) the advance refunding of the Refunded 2007 Bonds, including the redemption price of the Callable 2007 Bonds.

“Registered Owner” shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

“Securities Depository” means DTC and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

“Securities Depository Nominee” means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository

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during the continuation with such Securities Depository of participation in its Book-Entry System.

“State” shall mean the State of Mississippi.

“Transfer Agent” shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as transfer agent for the Bonds.

“2005 Bonds” shall mean the \$4,500,000 City of Southaven, Mississippi General Obligation Bonds, Series 2005, dated December 1, 2005.

“2005 Bond Resolution” shall mean the bond resolution, adopted by the City, in connection with the 2005 Bonds on November 15, 2005.

“2005 Bonds Paying Agent” shall mean First National Bank of Clarksdale, Clarksdale, Mississippi.

“2007 Bonds” shall mean the \$6,000,000 City of Southaven, Mississippi General Obligation Bonds, Series 2007, dated July 1, 2007.

“2007 Bond Resolution” shall mean the bond resolution, adopted by the City, in connection with the 2007 Bonds on June 14, 2007.

“2007 Bond Paying Agent” shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi.

“2015 Bond Fund” shall mean the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015 Bond Fund provided for in Section 12 hereof.

“2015 Costs of Issuance Fund” shall mean the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015 Costs of Issuance Fund provided for in Section 13 hereof.

“Underwriter” shall mean Raymond James & Associates, Inc., Memphis, Tennessee.

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

2. The City is authorized under the provisions of the Act to issue the Bonds, to provide funds for the Project. It is advisable and in the public interest to issue the Bonds for the purpose stated herein.

3. The estimated cost of the Project is not to exceed Seven Million Dollars (\$7,000,000).

4. The Governing Body recognizes that the current low interest rate environment provides an opportunity to refund the Bonds, and the Governing Body further realizes that the Governing Body must move expeditiously to accomplish the greatest savings possible by the issuance of the Bonds.

5. In that the bond market is volatile, the Governing Body needs to authorize the negotiated sale of the Bonds to the Underwriter, subject to the satisfaction of the conditions as hereinafter set forth in Sections 3(b) and 4(b) and authorizes the Mayor and Clerk to execute the Bond Purchase Agreement, prior to

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a scheduled meeting of the Governing Body in order to maximize the savings to the City regarding the issuance of the Bonds.

6. It is necessary to approve the execution of the Preliminary Official Statement, to be dated the date of distribution thereof (the "Preliminary Official Statement"), for the sale of the Bonds and the distribution thereof to prospective purchasers of the Bonds.

7. It is necessary to approve the form of and execution of the Bond Purchase Agreement with regard to the sale of the Bonds.

8. It is necessary to approve the form of, execution and distribution of an Official Statement, to be dated the date of execution of the Bond Purchase Agreement (the "Official Statement"), for the Bonds.

9. It is necessary to approve the Escrow Agent and the form and execution of the Escrow Agreement for the Refunded 2005 Bonds and the Refunded 2007 Bonds.

10. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

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

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

SECTION 2. (a) The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of bond certificates to be made except as provided in this Section 2. Any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the Registration Records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of each separate maturity (whether serially or by term) of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the DTC participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the DTC participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the DTC participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other Person appearing on the Registration Records as the Registered Holder of such Bond or its registered

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assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to DTC participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the DTC participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the DTC participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the Registered Owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

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(i) The City may at any time elect with the prior written consent of the Underwriter (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(ii) Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the City will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify DTC participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(iii) In the event that Bonds are to be issued to the Beneficial Owners of the Bonds, or their designees, the City shall, at its expense, promptly have prepared Bonds in certificated form registered in the names of the Beneficial Owners of Bonds shown on the records of the DTC participants provided to the Paying Agent, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 7 hereof.

(iv) If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(v) Each Securities Depository and the DTC participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any DTC participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such DTC participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(vi) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the City shall have executed and delivered to the initial Securities Depository the Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of the Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

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(c) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

SECTION 3. (a) The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Seven Million Dollars (\$7,000,000) to raise money for the Project as authorized by the Act.

(b) The Governing Body hereby finds and determines that (a) the Act provides that the Bonds may be secured by a pledge of the same source of security as the Refunded Bonds, or such other security as the Governing Body may lawfully pledge, or both; (b) the net proceeds of the Bonds shall be applied to the refunding and defeasance of the Refunded Bonds and the payment of the costs of issuance related to the Bonds; (c) the Bonds shall not be issued unless all of the requirements of the Act and other applicable laws of the State are met, including without limitation, the requirement of at least a two percent (2%) net present value savings for the Refunded Bonds; (d) pursuant to the Act the Bonds shall be general obligations of the City and the full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on the Bonds; and (e) the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Act.

(c) Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Underwriter at private sale pursuant to the terms and provisions of the Bond Purchase Agreement in substantially the form attached hereto as Exhibit B. The Financial Advisor, the Chief Administrative Officer and/or the Mayor, acting for and on behalf of the City, are hereby authorized and directed to negotiate with the Underwriter for the sale of the Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Bonds, (b) the redemption provisions of the Bonds, (c) the interest rates to be borne by the Bonds, (d) the maturity date of the Bonds, (e) the Refunded Bonds to be refinanced with the proceeds of the Bonds, (f) the principal and interest payment dates for the Bonds, and to make all final determinations necessary to structure the Bonds. The Bond Purchase Agreement in substantially such form is hereby approved in all respects and, subject to the provisions of this Section and Section 4 hereof, the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by the Mayor, said execution being conclusive evidence of such approval.

SECTION 4. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified in the Bond Purchase Agreement, payable on June 1 and December 1 of each year commencing June, 2015, unless otherwise specified in the Bond Purchase

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Agreement; and shall mature and become due and payable on December 1, unless otherwise specified in the Bond Purchase Agreement, in the years and in the principal amounts as set forth in the Bond Purchase Agreement with the final maturity occurring not later than December 1, 2026, unless otherwise specified in the Bond Purchase Agreement. All such terms and provisions for the Bonds will be in compliance with the Act and this Bond Resolution; provided, however, that the Bonds should not bear an overall maximum interest rate greater than eleven percent (11%) per annum as allowed by the Act.

(c) The Bonds shall be subject to redemption as stated in the Bond Purchase Agreements, unless otherwise stated therein.

(d) If the Bonds are subject to redemption pursuant to the Bond Purchase Agreement, notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the Redemption Price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the Redemption Price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (b) certificates of deposit or municipal obligations fully secured by Government Obligations, (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (d) United States Treasury Securities - State and Local Government Series ("SLGS"), or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow

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agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under this Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 5. (a) When the Bonds have been executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of, or attached to, each of the Bonds, over the Clerk's manual or facsimile signature and manual or facsimile seal, the Clerk's certificate in substantially the form set out in Section 7.

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

(c) The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of the Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel, which opinion may be imprinted on, or attached to, the reverse of each of the Bonds.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent and the Underwriter:

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

(ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to or upon the order of the Underwriter.

(e) At delivery, the Transfer Agent shall authenticate the Bonds and deliver them to or upon the order of the Underwriter thereof upon payment of the purchase price of the Bonds to the City in accordance with the Bond Purchase Agreement.

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(f) Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall, if necessary, imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 6. (a) The Governing Body hereby appoints the Paying and Transfer Agent for the Bonds. The Paying and Transfer Agent shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

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

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

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to this Bond Resolution.

(ii) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent

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jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

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

(iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

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

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

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

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

SECTION 7. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

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[remainder of page left blank intentionally]

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[BOND FORM]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF SOUTHAVEN

GENERAL OBLIGATION REFUNDING BOND

SERIES 2015

NO. _____

\$ _____

Rate of Interest
CUSIP

Maturity

Date of Original Issue

Registered Owner:

Principal Amount:

DOLLARS

The City of Southaven, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, or its successor, as paying agent (the "Paying Agent"), for the General Obligation Refunding Bonds, Series 2015, of the City (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing ____, 20__, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at such Registered Owner's address as it appears on such registration records. The Registered Owner hereof

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~~may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.~~

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of _____ Dollars (\$ _____) to raise money for the purpose of providing funds to the City for the (i) the advance refunding of the Refunded 2005 Bonds, including the redemption price of the Callable 2005 Bonds, (ii) the advance refunding of the Refunded 2007 Bonds, including the redemption price of the Callable 2007 Bonds, and (iii) payment of the costs of issuance for the Bonds; the preceding capitalized terms have the meanings ascribed thereto in the below defined Bond Resolution.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the City, including a resolution adopted March 3, 2015 (the "Bond Resolution").

[REMOVE IF NOT APPLICABLE: The Bonds maturing on _____, 20__ and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole or in part on any date on or after _____, 20__.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the Redemption Price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the Redemption Price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.]

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

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

The Bonds are general obligations of the City secured by the full faith, credit and resources of the City and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be

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~~levied annually without limitation as to time, rate or amount upon all the taxable property~~
within the geographical limits of the City. The City will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

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

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

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

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk

(Seal)

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~~There shall be printed in the lower left portion of the face of the Bonds, on or otherwise attached thereto, a registration and authentication certificate in substantially the following form:~~

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Refunding Bonds, Series 2015, of the City of Southaven, Mississippi.

**WHITNEY BANK D/B/A HANCOCK BANK,
JACKSON, MISSISSIPPI
as Transfer Agent**

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds, or attached thereto, a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

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

I, the undersigned City Clerk of the City of Southaven, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of DeSoto County, Mississippi, rendered on the ___ day of _____, 2015.

City Clerk

(Seal)

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ASSIGNMENT

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____,
_____, _____, as Transfer Agent to transfer the said Bond on the records
kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

[END OF BOND FORM]

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~~SECTION 8. In case any Bond shall become mutilated or be stolen, destroyed or lost,~~
the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote. The provision of this Section 8 shall not apply if the Book-Entry System is in effect.

SECTION 9. The Bonds shall be general obligations of the City secured by the full faith, credit and resources of the City. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bond. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 11. (a) In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

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

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~~SECTION 12. (a) The City hereby establishes the 2015 Bond Fund which shall be~~ maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2015 Bond Fund as and when received:

- (i) The accrued interest and premium, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (iii) Any income received from investment of monies in the 2015 Bond Fund; and
- (iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2015 Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2015 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 13. The City hereby establishes the 2015 Costs of Issuance Fund which shall be held by the Escrow Agent under the Escrow Agreement. A certain portion of the proceeds received upon the sale of the Bonds shall be deposited in the 2015 Costs of Issuance Fund. Any income received from investment of monies in the 2015 Costs of Issuance Fund shall be deposited in the 2015 Costs of Issuance Fund. Funds in the 2015 Costs of Issuance Fund shall be used by the Escrow Agent, upon receipt of written direction of the Mayor or Clerk as provided in Section 22 hereof, to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. Any amounts which remain in the 2015 Costs of Issuance Fund after the payment of the costs of issuance for the Bonds shall be transferred by the Escrow Agent to the City for deposit in the 2015 Bond Fund and used as permitted under State law.

SECTION 14. Upon the delivery of the Bonds, the Underwriter will remit the proceeds of the Bonds, for and on behalf of the City, as follows: (i) a portion of the Bond proceeds will be paid directly to the Escrow Agent for deposit (a) in the Escrow 2005 Fund, which amount, together with investment income thereon, will be sufficient to provide the Escrow 2005 Requirement to effectuate the defeasance and advance refunding of the Refunded 2005 Bonds and the redemption of the Callable 2005 Bonds, (b) in the Escrow 2007 Fund, which amount, together with investment income thereon, will be sufficient to provide the Escrow 2007 Requirement to effectuate the defeasance and advance refunding of the Refunded 2007 Bonds and the redemption of the Callable 2007 Bonds, and (c) in the 2015 Costs of Issuance Fund and used as provided in Section 13 hereof, all as set forth and described in the Escrow Agreement.

SECTION 15. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

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

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be acceptable to the Transfer Agent, such notice to be received by the Transfer Agent not later than the Record Date preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 16. The Bonds may be submitted to validation as provided by 31-13-1 *et*

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~~sec., Mississippi Code of 1972, as amended, and to that end the Clerk is hereby directed,~~
if applicable, to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 17. The City hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code, and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 18. The City hereby covenants as follows:

- (a) it has not abandoned, sold or otherwise disposed of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the 2005 Bonds or the 2007 Bonds;
- (b) it does not intend to, during the term that any of the Bonds allocable to the Refunding Project are outstanding, abandon, sell or otherwise dispose of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the 2005 Bonds or the 2007 Bonds;
- (c) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;
- (d) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;
- (e) it will not employ an abusive arbitrage device in connection with the issuance by it of the Bonds which will enable it to obtain a material financial advantage (based on arbitrage) apart from the savings that may be realized as a result of the lower interest rates on the Bonds than on the Refunded Bonds and overburden the tax-exempt bond market; and
- (f) the amount of "excess gross proceeds," as such term is defined in Income Tax Regulation § 1.148-10(c)(2), of the Bonds allocable to the Refunding Project will not exceed one percent (1%) of the proceeds received from the sale thereof.

SECTION 19. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("Rebate") in the manner described in Treasury Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds. In accordance therewith, the City shall:

- (a) Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Governing Body of the City, and each succeeding fifth "bond year"), and within sixty (60) days of the date the last bond that is part of the Bonds is discharged the City shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the City, of "gross proceeds" of the Bonds, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year": (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the City of gross proceeds of the Bonds and (C) any other information required to comply with Section 148 of the Code.
- (b) The City shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the Bonds and each expenditure it makes with "gross proceeds." Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to

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maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property."

SECTION 20. The City hereby designates the Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the City hereby represents that:

- (a) the City reasonably anticipates that the amount of tax-exempt obligations to be issued by it during the period from January 1, 2015, to December 31, 2015, and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed \$10,000,000 when added to the aggregate principal amount of the Bonds; and
- (b) for purposes of this Section 20, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the City: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

SECTION 21. The City hereby agrees for the benefit of the holders and beneficial owners of the Bonds for so long as it remains obligated to advance funds to pay the Bonds to provide certain updated financial and operating information and data listed below annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board (the "MSRB") through 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 Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be available free to securities brokers and the general public at EMMA. The City has agreed to provide Annual Updated Information (as defined below) to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information.

The City will provide the following annual information to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information: (1) All quantitative financial information and operating data with respect to the City included in the Official Statement in APPENDIX A under the headings "TAX INFORMATION" and "DEBT INFORMATION", (2) the adopted budget of the City for the most recent Fiscal Year, and (3) the most recent, publicly available audited financial statements of the City (collectively, items (1) through (3), the "Annual Updated Information"). If audited financial statements are not publically available by the required time provided herein below, the City will provide notice of the non-availability in accordance with the Rule, and file the most recent, publicly available audited financial statements when they become available. Audited financial statements will be prepared in accordance with the accounting principles promulgated by the State or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation. The City may provide the Annual Updated Information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule.

The City will provide the Annual Updated Information, if available, within twelve (12) months after the end of each Fiscal Year. If the City changes its Fiscal Year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, of such change.

Anyone requesting information under the continuing disclosure requirements of the Rule should contact the City Clerk, City Hall, 8710 Northwest Drive, Southaven, Mississippi 38671, Telephone Number (662) 280-2489.

The City will also provide notice to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, in a timely manner not in excess of ten (10) business days after the occurrence of such events: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves, reflecting financial difficulties; (3) unscheduled draws on credit enhancements, reflecting financial

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difficulties; (4) substitution of credit or liquidity providers for the Bonds; or their failure to perform; (5) adverse tax opinions, IRS notices or events affecting the tax status of the Bonds; (6) defeasances; (7) rating changes; (8) tender offers; and (9) bankruptcy, insolvency receivership, or a similar proceeding by the obligated person. The City will provide to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, notice of an occurrence of the following events, if such event is material to a decision to purchase or sell Bonds, in a timely manner not in excess of ten (10) business days after the occurrence of an event: (1) non-payment related defaults; (2) modifications to the rights of bond holders; (3) bond calls or redemption; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms; and (6) appointment of a successor or additional trustee, or the change in the name of the trustee. In addition, the City will provide timely notice of any failure by the City to provide the Annual Updated Information.

The City has agreed to update information and to provide notices of material events only as described in this Section. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the City, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the City receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the holders and beneficial owners of the Bonds. If any such amendment is made, the City will include in its next Annual Updated Information an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 22. The Escrow Agent upon receipt of authorization from the City is hereby authorized and directed to pay costs of issuance expenses on the closing date for the Bonds from the proceeds of the Bonds deposited in the 2015 Costs of Issuance Fund held under the Escrow Agreement for the costs of issuance of said Bonds; provided, however, total costs of issuance for said Bonds shall not exceed 4% of the par amount of the Bonds, excluding Underwriter's discount and original issue premium or discount, if any. The Mayor and the Clerk or any other Authorized Officer are authorized to sign requisitions for the payment of costs of issuance for the Bonds.

SECTION 23. Each of the following constitutes an event of default under this Bond Resolution:

- (a) failure by the City to pay any installment of principal of or interest on any Bond at the time required;
- (b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or
- (c) an Act of Bankruptcy occurs.

SECTION 24. The Mayor and Clerk and any other Authorized Officer are authorized to

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~~execute and deliver such resolutions, certificates and other documents and instruments as~~
are required for the sale, issuance and delivery of the Bonds and the completion of the Project as contemplated in this Bond Resolutions.

SECTION 25. The Governing Body, acting for an on behalf of the City, hereby irrevocably elects and directs that the Refunded Bonds selected for refunding shall be redeemed on such date as may be determined by the Financial Advisor, the Mayor and the Chief Administrative Officer to be in the best interest of the City and that is in compliance with the terms and provisions of the 2005 Bond Resolution, the 2007 Bond Resolution and the Act. The City is hereby authorized and directed to notify the (a) 2005 Paying Agent of the refunding of the Refunded 2005 Bonds, and the 2005 Paying Agent is hereby authorized and directed to provide notice of the redemption of the Refunded 2005 Bonds to the holders of such Refunded 2005 Bonds pursuant to the terms and provisions of the 2005 Bond Resolution, as provided on Exhibit C hereto; and (b) 2007 Paying Agent of the refunding of the Refunded 2007 Bonds, and the 2007 Paying Agent is hereby authorized and directed to provide notice of the redemption of the Refunded 2007 Bonds to the holders of such Refunded 2007 Bonds pursuant to the terms and provisions of the 2007 Bond Resolution, as provided on Exhibit D hereto.

SECTION 26. The Mayor is hereby authorized and directed to appoint a verification agent (the "Verification Agent") in connection with the Bonds and the Refunded Bonds. The Verification Agent will verify the arithmetical accuracy of certain computations prepared by the Underwriter which show the present value difference between the debt service on the Bonds and the debt service on the Refunded Bonds.

SECTION 27. Under the 2005 Bond Resolution, the 2007 Bond Resolution and the Act, upon the issuance of the Bonds, the Refunded Bonds selected for refunding will be legally and economically defeased.

SECTION 28. The Mayor is hereby directed, to take all actions necessary to secure an appropriate rating(s) on the Bonds.

SECTION 29. Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi is hereby designated to serve as Escrow Agent under and pursuant to the Escrow Agreement, and Raymond James & Associates, Inc. is hereby designated as the Underwriter for the Bonds.

SECTION 30. The Preliminary Official Statement, in the form submitted to this meeting and attached hereto as Exhibit A, shall be, and the same hereby is, approved in substantially said form with such changes, omissions, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in such officer's opinion determine to be required. The Governing Body deems the Preliminary Official Statement to be "final" as required by SEC Rule 15c2-12(b)(1). The actions of the Mayor and all other persons in connection with the preparation of the Preliminary Official Statement are hereby ratified and confirmed. The Mayor and the City Clerk are hereby authorized and directed to distribute the Preliminary Official Statement to the Underwriter and to cause to be prepared and to execute and deliver a final Official Statement in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions from the Preliminary Official Statement as may be approved by such officer, said execution being conclusive evidence of such approval.

SECTION 31. The Escrow Agreement, in the form submitted to this meeting and attached hereto as Exhibit C, shall be, and the same hereby is, approved in substantially said form. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in such officer's opinion determine to be required, said execution being conclusive evidence of such approval. All proceeds of the Bonds held by the Escrow Agent shall be invested only as provided for by the Escrow Agreement, the 2005 Bond Resolution, the 2007 Bond Resolution and the Act.

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~~The Governing Body hereby authorizes any of the Escrow Agent, Bond Counsel or the~~
Underwriter to make the initial application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities - State and Local Government Series in connection with the investment requirements under the terms and conditions of the Escrow Agreement, as well as a final application for SLGS in connection with the Refunding Project, as necessary. The Governing Body further authorizes the Mayor and/or City Clerk to execute an Escrow Bidding Agent Agreement, as applicable, if such agreement is deemed necessary in connection with completing the Refunding Project.

SECTION 32. If in the opinion of the City and Bond Counsel, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body of the City hereby authorizes (a) the Bond Counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel, and (b) the Underwriter for the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bonds.

SECTION 33. That the City hereby certifies that it will be in current compliance with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule") in connection with all applicable bond issues sold, issued and delivered by the City since July 1, 1995, subject to the Rule, prior to the sale of the Bonds.

SECTION 34. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any Person or firm or corporation other than the City, the holders of the Bonds issued under the provisions of this Bond Resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This Bond Resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds issued under the provisions hereof.

SECTION 35. All covenants, stipulations, obligations and agreements of the City contained in this resolution, shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 36. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 37. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

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~~Following the reading of the foregoing Bond Resolution, Alderman Ferguson~~
seconded the motion for its adoption. The Mayor put the question to a roll call vote, and
the result was as follows:

Alderman William Brooks Voted: YES
Alderman Kristian Kelly Voted: YES
Alderman Shirley Beshears Voted: YES
Alderman George Payne Voted: YES
Alderman Joel Gallagher Voted: YES
Alderman Scott Ferguson Voted: YES
Alderman Raymond Flores Voted: YES

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the Bond Resolution adopted this the 3rd day of March, 2015

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EXHIBIT A FORM OF PRELIMINARY OFFICIAL STATEMENT

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT C

FORM OF NOTICE OF REFUNDING/REDEMPTION FOR 2005 BONDS

Minutes, City of Southaven, Southaven, Mississippi

[TO BE PLACED ON CITY LETTERHEAD]

First National Bank of Clarksdale
Clarksdale, Mississippi
Attention: Trust Department

RE: Refunding of outstanding maturities of the City of Southaven, Mississippi General Obligation Bonds, dated December 1, 2005, issued in the aggregate principal amount of \$4,500,000 (the "2005 Bonds"), maturing in the years 2016 through 2025 (the "Refunded 2005 Bonds") and the redemption price of the 2005 Bonds, maturing in the years 2016 through 2025 (the "Callable 2005 Bonds")

Ladies and Gentlemen:

The Mayor and Board of Aldermen ("Governing Body") for the City of Southaven, Mississippi, acting for and on behalf of the City of Southaven, Mississippi (the "Issuer") adopted a resolution on March 3, 2015, which authorized the refunding of the Refunded 2005 Bonds and the Issuer does hereby irrevocably exercise its option to call for redemption the Callable 2005 Bonds effective December 1, 2015, at par, and hereby directs First National Bank of Clarksdale, Clarksdale, Mississippi, the paying agent for the 2005 Bonds (in such capacity, the "2005 Paying Agent"), to take any action required under the Bond Resolution dated November 15, 2005 (the "2005 Bond Resolution"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2005 Bond Resolution and the 2005 Paying Agent is hereby authorized to utilize the funds deposited with Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as escrow agent (in such capacity, the "Escrow Agent"), pursuant to an Escrow Agreement dated ____ by and between the City and the Escrow Agent, which funds have been derived from a portion of the proceeds of the Issuer's \$____,000 General Obligation Refunding Bonds, Series 2015, to be dated the date of delivery thereof (the "Bonds").

From the date of the issuance of the Bonds, the 2005 Paying Agent shall provide for the debt service due on the Refunded 2005 Bonds and the funds for the optional redemption of the Callable 2005 Bonds from the funds deposited with the Escrow Agent by the City.

It is the responsibility of the 2005 Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2005 Bond Resolution.

Sincerely,

Mayor/City Clerk of the City of
Southaven, Mississippi

cc: Municipal Securities Rulemaking Board
(via website) at www.emma.msrb.org

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EXHIBIT D

FORM OF NOTICE OF REFUNDING/REDEMPTION FOR 2007 BONDS

Minutes, City of Southaven, Southaven, Mississippi

[TO BE PLACED ON CITY LETTERHEAD]

Whitney Bank (formerly Hancock Bank)
1855 Lakeland Drive
Suite Q230
Jackson, MS 39216-4954
Attention: Trust Department

RE: Refunding of outstanding maturities of the City of Southaven, Mississippi General Obligation Bonds, dated July 1, 2007, issued in the aggregate principal amount of \$6,000,000 (the "2007 Bonds"), maturing in the years 2018 through 2027 (the "Refunded 2007 Bonds") and the redemption price of the 2007 Bonds, maturing in the years 2018 through 2027 (the "Callable 2007 Bonds")

Ladies and Gentlemen:

The Mayor and Board of Aldermen ("Governing Body") for the City of Southaven, Mississippi, acting for and on behalf of the City of Southaven, Mississippi (the "Issuer") adopted a resolution on March 3, 2015, which authorized the refunding of the Refunded 2007 Bonds and the Issuer does hereby irrevocably exercise its option to call for redemption the Callable 2007 Bonds effective July 1, 2017, at par, and hereby directs Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, the paying agent for the 2007 Bonds (in such capacity, the "2007 Paying Agent"), to take any action required under the Bond Resolution dated June 14, 2007 (the "2007 Bond Resolution"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2007 Bond Resolution and the 2007 Paying Agent is hereby authorized to utilize the funds deposited with Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as escrow agent (in such capacity, the "Escrow Agent"), pursuant to an Escrow Agreement dated ____ by and between the City and the Escrow Agent, which funds have been derived from a portion of the proceeds of the Issuer's \$____,000 General Obligation Refunding Bonds, Series 2015, to be dated the date of delivery thereof (the "Bonds").

From the date of the issuance of the Bonds, the 2007 Paying Agent shall provide for the debt service due on the Refunded 2007 Bonds and the funds for the optional redemption of the Callable 2007 Bonds from the funds deposited with the Escrow Agent by the City.

It is the responsibility of the 2007 Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2007 Bond Resolution.

Sincerely,

Mayor/City Clerk of the City of
Southaven, Mississippi

cc: Municipal Securities Rulemaking Board
(via website) at www.emma.msrb.org

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT E

ESCROW AGREEMENT

Exhibits A-E are attached to these minutes.

RESOLUTION APPOINTING DEPUTY CLERKS

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPOINTING DEPUTY CLERKS

WHEREAS, the City of Southaven ("City") desires to serve its citizens by providing continuing education for its employees as it relates to certain City functions and laws; and

WHEREAS, the City has provided the funding for certain employees to apply and procure the requirements needed to obtain the Certified Municipal Clerk designation; and

WHEREAS, in addition to the application and training for the Certified Municipal Clerk designation, an individual must be appointed as a City Deputy Clerk; and

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

1. Pursuant to Mississippi Code Section 21-15-23, the following individuals shall be appointed Deputy Clerks:

**Andrea Mullen
Pam Pyle
Daniel Kelley
Janice McRee
Melitta Duncan
Stacy Tittle
Edith McIlwain**

2. The Mayor, City Clerk, and/or CAO are authorized to take any and all action to effectuate the intent of this Resolution and administer the oath to each individual and surety shall be posted for each person in an amount no less than \$50,000.00.

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

Alderman William Brooks voted: **YES**

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Alderman Kristian Kelly	voted:	YES
Alderman Shirley Beshears	voted:	YES
Alderman George Payne	voted:	YES
Alderman Joel Gallagher	voted:	YES
Alderman Scott Ferguson	voted:	YES
Alderman Raymond Flores	voted:	YES

RESOLVED AND DONE, this 3rd day of March, 2015.

RESOLUTION FOR MDOT EASEMENT AND CONSTRUCTION AGREEMENT REGARDING CONNECTOR ROAD INSTALLATION BETWEEN OLD AIRWAYS AND AIRWAYS BOULEVARD

Mrs. Choat-Cook stated that this agreement is between the City of Southaven and the Mississippi Department of Transportation. The agreement states that MDOT proposes to construct a connector between Old Airways Boulevard and Airways Boulevard at no cost to the City. Mrs. Choat-Cook stated that once the Airways Connector is complete the City will assume all responsibility for all maintenance. Alderman Flores made the motion to approve the easement and construction agreement. Motion was seconded by Alderman Ferguson.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of March, 2015.

A copy of the agreement is attached to these minutes.

COPS FOR KIDS REQUEST FOR DONATION OF SNOWDEN HOUSE FOR MAKE-A-WISH FUNDRAISER, APRIL 8-12, 2015

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION
OF SOUTHAVEN SNOWDEN HOUSE TO COPS FOR KIDS AND
VARIANCE FROM RENTAL POLICY FOR FUNDRAISER ON
APRIL 11, 2015**

Minutes, City of Southaven, Southaven, Mississippi

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Sections 17-3-1, 17-3-3, 21-17-1(3)(b)(ii) and 21-19-65 desires to donate the Southaven Snowden House ("House") to the Cops for Kids Non-Profit Organization ("Cops") on April 11, 2015; and

WHEREAS, the City has control of the municipal property Snowden Grove and has the authority under the City's Rental Policy to donate use of the Arena to the Cops as it a non-profit entity as represented in its application to the City and the Cops will use the House to host a fundraiser which will benefit the Make-A-Wish Foundation of the Mid-South; and

WHEREAS, the City finds that Cops mission and purpose for this specific fundraiser at the House on April 5th is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows the Cops to utilize via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that the Cops will raise funds at the April 5 fundraiser that will match or exceed the in-kind donation of the House provided by the City pursuant to Mississippi Code Section 21-19-65; and

WHEREAS, the City finds that the public entertainment and publicity from the donation to Cops for Kids will be helpful toward advancing the moral interests of the City; and

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

SECTION 1. Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates the House to the Cops on April 11, 2015 to assist with the fundraiser, which fundraiser will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit the Make-A-Wish Foundation of the Mid-South for the advancement of the moral interest of the City.

SECTION 2. Pursuant to Mississippi Code 17-3-1 and 17-3-3, the City also desires to advertise its City Facilities, including the House, and desires to advance the moral interest of the City by allowing the House to be used by the Cops for the fundraiser based on the purposes of the fundraiser.

SECTION 3. The City hereby grants the Cops a variance from the City Rental Policy and allows alcohol to be served at the event on April 11, 2015 in accordance and restrictions under the City Rental Policy.

SECTION 4. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 3rd day of March, 2015.

NEW HOPE MISSIONARY BAPTIST CHURCH REQUEST FOR DONATION OF SNOWDEN GROVE PARK FOR 5K, OCTOBER 17, 2015

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN SNOWDEN PAVILION TO NEW HOPE MISSIONARY BAPTIST CHURCH FOR 5K RUN ON OCTOBER 17, 2015

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Sections 17- 3-3, 21-17-1(3)(b)(ii) and 21-19-65 desires to donate use of the Southaven Snowden Pavilion ("Pavilion") to New Hope Missionary Baptist Church ("New Hope"); and

WHEREAS, the City has control of the municipal property, the Arena, and has the authority under the City's Rental Policy and applicable law to donate use of the Pavilion to New Hope as it a non-profit entity located in the City and New Hope will use the Pavilion to host a 5k run which will benefit local student scholarships in the City; and

WHEREAS, the City finds that New Hope's purpose for this event at the Pavilion is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows New Hope to utilize via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that New Hope will raise funds or has funds on-hand at the that will match or exceed the in-kind donation of the Pavilion provided by the City pursuant to Mississippi Code Section 21-19-65; and

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

Minutes, City of Southaven, Southaven, Mississippi

SECTION 5. Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates use of the Pavilion to New Hope on November 1, 2014 to assist with the 5k run, which will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit local student scholarships in the City for the advancement of the moral interest of the City.

SECTION 6. Pursuant to Mississippi Code 17-3-3, the City also desires to advertise its City Facilities, including the Pavilion, and desires to advance the moral interest of the City by allowing the Pavilion to be used by New Hope for the fundraiser based on the purposes of the fundraiser.

SECTION 7. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 3rd day of March, 2015.

DESOTO COUNTY FRIENDS OF THE NRA REQUEST FOR DONATION OF ARENA, MAY 29, 2015

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN ARENA TO DESOTO COUNTY FRIENDS OF THE NRA AND VARIANCE FROM RENTAL POLICY FOR FUNDRAISER ON MAY 29, 2015

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Sections 17-3-1, 17- 3-3, 21-17-1(3)(b)(ii) and 21-19-65 desires to donate the Southaven Arena ("Arena") to the Desoto County Friends of the NRA ("NRA") on May 29, 2015; and

WHEREAS, the City has control of the municipal property at the Arena and has the authority under the City's Rental Policy to donate use of the Arena to the NRA as it a 501(c)(3) and the NRA will use the Arena to host a fundraiser

Minutes, City of Southaven, Southaven, Mississippi

which will benefit youth sports, ROTC, law enforcement and youth education which advances the moral interest of the City; and

WHEREAS, the City finds that NRA's mission and purpose for this specific fundraiser at the Arena on May 29, 2015 is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows the NRA to utilize property via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that the NRA will raise funds at the May 29, 2015 fundraiser that will match or exceed the in-kind donation of the Arena provided by the City pursuant to Mississippi Code Section 21-19-65; and

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

SECTION 1. Pursuant to Mississippi Code Sections 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates the Arena to the NRA on May 29, 2015 to assist with the fundraiser, which fundraiser will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit youth sports, ROTC, law enforcement and youth education for the advancement of the moral interest of the City.

SECTION 2. Pursuant to Mississippi Code Sections 17-3-1 and 17-3-3, the City also desires to advertise its City Facilities and desires to advance the moral interest of the City by allowing the Arena to be used by the NRA for the fundraiser based on the purposes of the fundraiser.

SECTION 3. The City hereby grants the NRA a variance from the City Rental Policy and allows alcohol to be served at the event on May 29, 2015 as the Desoto County Sherriff's Office will provide security in accordance with the City Facilities Use Policy.

SECTION 4. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 3rd day of March, 2015.

Minutes, City of Southaven, Southaven, Mississippi

PLANNING AGENDA

Planning Agenda presented by Mrs. Whitney Choat-Cook, Planning Director

ITEM #1 Application by Sunny Sethi for Design Review Approval of a C-store to be located on lots 2 & 3 of the Assembly Commercial Subdivision on the south side of Stateline Road, west of Highway 51

Mrs. Choat-Cook stated that the this application is fore site plan approval for a 4,000 sq. ft. retail building to be located on 2.67 acres on the south side of Stateline Road, west of Highway 51. Mrs. Choat-Cook stated that the applicant would like to convert the existing building into a Convenience Store with gas pumps. Mrs. Choat-Cook stated that the applicant is compliant and recommends approval. Alderman Beshears made the motion to approve the application. Motion was seconded by Alderman Kelly. Motion was put to vote and passed unanimously.

A copy of the design review staff report and site layout plan is attached to these minutes.

ITEM #2 Conditional Use Permit Application Request – Full Service Spa to be located at 1259 Main Street, Desoto Plaza Shopping Center

Mrs. Choat-Cook stated that this application is for a full service spa to be located at 1259 Main Street in the Desoto Plaza Shopping Center. The applicant has met the half mile (1/2) radius rule from other salons and is compliant. Mrs. Choat-Cook stated that staff recommends approval. Alderman Flores made the motion to approve the conditional use permit consistent with the recommendations of the Planning Staff Report attached hereto. Motion was seconded by Alderman Kelly. Motion was put to vote and passed unanimously.

A copy of the planning staff report is attached to these minutes.

ITEM #3 Scrivener's Error and Address Revision Request for Snowden Grove Subdivision Area 8

Mrs. Choat-Cook stated that this request is by 911 and dispatch to change the names of some existing addresses in the Snowden Grove Subdivision. Mrs. Choat-Cook stated that there was confusion with the street names and will need a Scrivener's Error in order to have it changed on the plat. Mrs. Choat-Cook added that this correction will need to made before homes are built. Alderman Beshears made the motion to approve the request. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

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A copy of the Snowden Grove PUD Area 8 Address list is attached to these minutes.

ITEM #4 MPO – Stateline Road / Northwest Drive Sidewalk Project

Mrs. Choat-Cook stated that the Memphis Metropolitan Organization (MPO) has an additional \$3 million in funding for projects and has asked all cities in Desoto County if they had any projects they would like to put online. Mrs. Choat-Cook stated that the City applied for a grant to get sidewalks down both sides of Stateline Road and the East side of Northwest Drive to Saucier Park. Mrs. Choat-Cook stated that this is a \$1 million dollar project and MPO has qualified the City for \$693,368.00. This will be an 80/20 split and the City will be responsible for approximately \$200,000 or less. Mrs. Choat-Cook stated that a request is not being made to activate the project at this time, but simply wanted to inform the Board that the project will be going online and that the City of Southaven will be placed on the books as qualified for 2016 at their April 30th meeting.

MAYOR'S REPORT

Mayor Musselwhite stated that he has received numerous calls from individuals expressing their concerns about the traffic at I55 and Church Road. Mayor Musselwhite stated that the City and MDOT are aware and know that they have some challenges and that it is a serious issue. Mayor Musselwhite added that the City is doing everything that can be done to improve traffic flow in that area.

CITIZEN'S AGENDA

No Citizen's Agenda

PERSONNEL DOCKET

Personnel Docket March 3, 2015

Payroll Additions	Position	Department	Start Date	Rate of Pay
Melissa Conn	Crossing Guard	Police - 211	March 4, 2015	\$10.00
Anna Hogue	Front Desk	Parks & Recreation - 411	March 4, 2015	\$7.25
Caliana Jacob	Front Desk	Parks & Recreation - 411	March 4, 2015	\$7.25
Tyler Johnston	Grounds Crew	Park Tournaments - 412	March 9, 2015	\$7.25
Stephen Fondren	Grounds Crew	Park Tournaments - 412	March 9, 2015	\$7.25
De'Terris Fox	Grounds Crew	Park Tournaments - 412	March 9, 2015	\$7.25
David Gibson	Grounds Crew	Park Tournaments -	March 9, 2015	\$7.25

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Gaitlin Gunn	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Bryce Hawkins	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Ryan Hayth	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Zachary Hurth	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Johnathan O'Neal	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Hunter Norton	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Zackery Woodiel	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Michael Thompson III	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Hunter Smith	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Jayson Orozco	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Cayce Baddley	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Richard Chalk	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Samuel Farris	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Lacavis Fitzgerald	Grounds Crew	412 Park Tournaments -	March 9, 2015	\$7.25
Krista Hicks	Gate Worker	412 Park Tournaments -	March 9, 2015	\$7.50
Jesse Sanborn	Gate Worker	412 Park Tournaments -	March 9, 2015	\$7.50
Ashley Diehl	Gate Worker	412 Park Tournaments -	March 9, 2015	\$7.50
Blake Grantham	Gate Worker	412 Park Tournaments -	March 9, 2015	\$7.50
Lindsey Williams	Gate Worker	412 Park Tournaments -	March 9, 2015	\$7.50
Judy Easley	Gate Worker	412 Park Tournaments -	March 9, 2015	\$7.50
Carey Stewart	Gate Worker	412 Park Tournaments -	March 9, 2015	\$7.50
Regan Caver	Gate Worker	412 Park Tournaments -	March 9, 2015	\$7.50

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Paula Hunt	Gate Worker	412 Park Tournaments - 412	March 9, 2015	\$7.50
Christopher Weitnauer	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Haley Perry	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Quinton Roberts	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Garrett Woods	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Kierstin Sevier	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Montana Hussey	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Hunter Holliday	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Kaylan Jones	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Destiny Hayes	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Khalasia Peoples	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Makenzie Ellis	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Kaitlyn Pond	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Avery Bynum	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Ariana Howell	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Shelby Benson	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Elizabeth Miller	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Erin Moody	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Cristian Whaley	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Cameran Malone	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Mary Roberts	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25
Christopher Mahfouz	Concessions	412 Park Tournaments - 412	March 9, 2015	\$7.25

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Cameron Thomas	Concessions	412 Park Tournaments - 412 Park	March 9, 2015	\$7.25
Travis Pate	Concessions - Cook	412 Park Tournaments - 412 Park	March 9, 2015	\$8.00
Matthew McWhirter	Concessions - Cook	412 Park Tournaments - 412 Park	March 9, 2015	\$8.00
Christopher Kirby	Concessions - Cook	412 Park Tournaments - 412 Park	March 9, 2015	\$8.00
Summer Stegall	Gift Shop	412 Park Tournaments - 412 Park	March 9, 2015	\$7.25
Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Jeremy Johnson	Firefighter II	Firefighter III	February 21, 2015	\$15.12
Employee Name	Department	Action Taken	Effective Date	With/Without Pay
Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Diana Partain	Dispatcher II	ITEC - 150	March 8, 2015	\$19.30

Alderman Brooks made the motion to approve the Personnel Docket of March 3, 2015 as presented to this Board. Motion was seconded by Alderman Payne. The motion was put to vote and passed unanimously.

CITY ATTORNEY'S LEGAL UPDATE

Nick Manley presented the engagement letter with Raymond James. Mr. Manley reminded the board of the previous action which allowed for the Mayor to sign the engagement letter upon proposals being accepted and the best proposal being awarded based on CAO approval. After review by the CAO, Raymond James was chosen as the underwriter for the 2015 refunding of GO Bonds Series 2005 and 2007. A motion was made by Alderman Flores to enter the engagement letter with Raymond James in the minutes. Motion was seconded by Alderman Gallagher.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	YES

Minutes, City of Southaven, Southaven, Mississippi

Alderman Flores

YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of March, 2015.

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

Nick Manley explained that Parks needed to go to bid for chemicals for the park grounds maintenance. A motion was made by Alderman Payne to authorize going to bid. The motion was seconded by Alderman Ferguson.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 3rd day of March, 2015.

OLD BUSINESS

Starlanding Road MOU

Mr. Manley stated that this item will be left on the table and discussed at a later date.

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of March 3, 2015, including demand checks and payroll in the amount of \$2,551,784.93. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

235230, 235256, 235453, 235598, 235604, 235606, 235607, 235608, 235611, 235612, 235614, 235616, 235624, 235627.

Roll call was as follows:

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ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Beshears	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Ferguson	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 3rd day of March, 2015.

EXECUTIVE SESSION

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 Flores to adjourn. Motion was seconded by Alderman Beshears. Motion was put to a vote and passed unanimously, March 3, 2015 at 7:40 p.m.

Darren Musselwhite,
Mayor

City Clerk's Office

(Seal)

Minutes, City of Southaven, Southaven, Mississippi



February 23, 2015

Mayor Darren Musselwhite
City of Southaven
8710 Northwest Drive
Southaven, MS 38671

Re: Letter Agreement for Specifications for Park Signs

Dear Mayor Musselwhite:

Signs and Stuff, Inc. ("Signs") is pleased to assist with professional services to the City of Southaven ("City") for providing the specifications for the signs for certain park buildings and structures. Signs will also assist with reviewing the actual bids provided by each entity in order to help the City determine the low and best bid.

Signs fee for the above mentioned services shall not exceed \$1,000 (to be determined by time).

Signs will invoice upon completion of the task and all work will be performed and conducted pursuant to the industry standards.

Any modifications to any parts of this Letter Agreement will only be made through written amendments agreed to by both parties.

A handwritten signature in cursive script that reads "Darren Musselwhite".

MAYOR DARREN MUSSELWHITE

DATE

3-3-15

Minutes, City of Southaven, Southaven, Mississippi

SECOND AMENDMENT TO LEASE BETWEEN TRUE WORD MINISTRIES AND THE CITY OF SOUTHAVEN

This Amendment is made and entered into this 3rd day of March, 2015, by and between The City of Southaven, "City" and True Word Ministries ("True").

WITNESSETH:

WHEREAS, City and True previously entered a Lease on January 16, 2013 and Amended Lease on January 6, 2015 for property located on Brookhaven, in Desoto County, Southaven, Mississippi, commonly known as the old Community Center; and

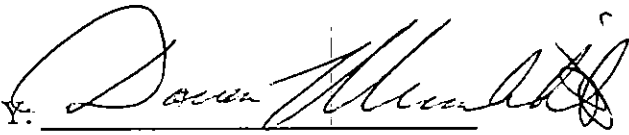
WHEREAS, parties desire to amend and renew the Lease; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

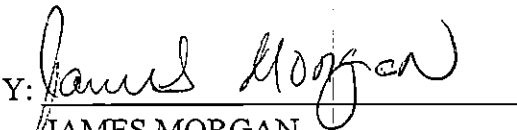
1. The parties agree to amend the lease and renew the Lease until May 31, 2015.
2. All other provisions of the original and amended lease shall remain the same and binding upon the parties.

WITNESS OUR SIGNATURES, on this, the 3rd day of March, 2015.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 
DARREN MUSSELWHITE
MAYOR

TRUE WORD MINISTRIES

BY: 
JAMES MORGAN
PASTOR

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AMENDING THE SOUTHAVEN CODE OF ORDINANCES TITLE I, CHAPTER 6, ARTICLE II, SECTION 1-216(a)

WHEREAS, Mississippi Code Section 21-27-23 provides that the City of Southaven ("City") "may establish, maintain and collect rates for the facilities and services offered by any such [sewer] system"; and

WHEREAS, Mississippi Code Section 21-27-23 allows for the City to borrow money to improve the sewerage system and sewage disposal system; and

WHEREAS, the City has borrowed and expended significant public funds to provide sewer infrastructure and access to various residents who have not connected to the City sewer system; and

WHEREAS, the City may charge residents, who have not connected to the City sewer system, for sewer when the City has provided sewer infrastructure which provides access to the City sewer system as all City residents enjoy the benefits of the City sewer system (MS AG Op., Manley (February 6, 2015)); and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, BY RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND THE CITY OF SOUTHAVEN CODE OF ORDINANCES TITLE I, CHAPTER 6, ARTICLE II, SECTION 1-216(a), AS FOLLOWS:

TITLE I, CHAPTER 6, ARTICLE II, SECTION 1-216(a)

Sec. 1-216. User charge.

- (a) User charge shall be the charge levied on all users including, but not limited to, persons, firms, corporations or governmental entities that consume water from the public water works and/or discharge sewage into the public sewage works or have the access to discharge into the public sewage works.

NOW, THEREFORE BE IT ORDERED pursuant to Miss. Code 21-13-11, the City Clerk shall provide notice of the adoption of the Ordinance in the *Desoto Times* for one (1) time.

NOW, THEREFORE BE IT ORDERED pursuant to Miss. Code 21-13-11 and due to the City's desire and duty to provide for immediate preservation of the public health of its citizens associated with a viable and sustainable public sewage works system and based on the unanimous vote of all members of the governing body, this Ordinance shall be effective immediately.

Minutes, City of Southaven, Southaven, Mississippi

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

Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES
Alderman William Brooks	voted: YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 3rd day of March, 2015.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK'S OFFICE

Minutes, City of Southaven, Southaven, Mississippi

AGREEMENT OF DESOTO COUNTY, MISSISSIPPI AND THE CITY OF SOUTHAVEN, MISSISSIPPI FOR IMPROVING STATELINE ROAD BRIDGE OVER HORN LAKE CREEK

COME NOW, DeSoto County, Mississippi (hereinafter referred to as County) and the City of Southaven (hereinafter referred to as City) and enter into this Agreement relating to work to be performed to improve a bridge crossing for Stateline Road over Horn Lake Creek, per the attached Location attached as Map "Exhibit A," in DeSoto County, Mississippi and would recite as follows:

WHEREAS, the County and the City desire to improve the aforementioned bridge crossing by undertaking repairs and improvements to Horn Lake Creek (the "Creek"), so as to protect the Stateline Road bridge spanning Horn Lake Creek from erosion damage, including, but not limited to clearing and grubbing of the Creek adjacent the bridge, installation of rock rip rap with grout along Creek banks, Creek channel realignment, excavation and fill of sections of the Creek channel, sloping and related improvements (the "Project"); and

WHEREAS, the parties mutually agree that completion of the Project will be beneficial to the County as a whole and the City as a whole, and will provide additional, safe access and traffic flow along Stateline Road; and

WHEREAS, the County and City wish to expedite the Project and desire to take all steps necessary to make the Project possible; and

WHEREAS, the Project will be funded, in part, by funding from Natural Resources Conservation Service (the "NRCS"). NRCS will provide funding to the County for seventy five percent (75%) of the Project, which County will apply to the Project in a manner consistent with NRCS guidelines. The City and County will be responsible for contributing the required twenty five percent (25%) match of the Project funding, with each paying one half the match, or twelve and one half percent (12.5%).

WHEREAS, the City does affirm by the signature of its representative on this document that it has the right to contribute funding for the Project, which lies within the municipal

Minutes, City of Southaven, Southaven, Mississippi

boundaries of the City, and, further, by the signature of its representative on this document does affirm that the Board of Alderman for the City has appropriately voted to allow the County to undertake the work, to contribute funding and to enter into this contract; and

WHEREAS, the County does affirm by its representative's signature on this document that it has the right to undertake the Project, as the same is located within the limits of the County, and, further, by the signature on this document does affirm that the DeSoto County Board of Supervisors has appropriately voted to undertake the Project and enter into this contract; and

WHEREAS, an Interlocal Agreement is not necessary in this cause but, rather, Miss. Code Ann. Sections 21-37-3 and 65-7-83 allow the parties to enter into a contract to accomplish its purpose and exercise concurrent jurisdiction over this roadway for construction and maintenance purposes.

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

1. The County, or its agents and contractors, shall design, engineer and construct the improvements necessary to complete the Project. Any and all plans for the Project will be prepared by the County, or its engineers, in its discretion. Such plans will include any reasonable requests of the City for design and construction standards. The County will permit the City access to all construction plans, specifications, sitemaps and related documents.
2. As necessary, the County shall advertise and solicit all bids for the construction of the Project. The County will provide to the City copies of the bid proposals received, along with the recommended party to whom the bid will be awarded.
3. The County, in good faith consultation with the City, shall be the party to award the contract(s), in its discretion, and shall be the party who executes and enters into all contracts, for work to be performed and purchases to be made for the satisfactory completion of the Project.
4. All work of the Project will be performed on and within existing public right-of-ways or easements. In the event it becomes necessary to obtain any additional right-of-way or

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easement to complete the Project the County shall be responsible for acquiring the same. The City shall grant the use of, assign or convey to the County any City held property, and/or right-of-ways required for the project and approaches to the County at no cost to the County.

5. The Project shall also include the construction of all appropriate structures and approaches, which shall be designed and approved by the County and its engineers or consultants after good faith consultation with the City.

6. The County shall be invoiced directly by the contractors it retains, and any subcontractors and/or suppliers of materials, for any and all engineering, surveying, and design and construction expenses for the Project. The County, at its sole discretion shall approve or reject invoices received. Upon approval of any invoice for payment, the County will tender payment to the invoicing entity.

7. The County shall negotiate all acquisitions of additional right of way, easements or property with the affected landowner, or their representative.

8. The Total Project Costs, as defined herein, are estimated to be \$117,800.00. The NRCS will pay seventy five percent (75%) of the Total Project Costs (estimated to be \$88,350.00). The County and City agree to jointly pay fifty percent (50%) of the local match, equaling twelve and one-half percent (12.5%) of Total Project Costs per party (estimated to be \$14,725.00 each). The Total Project Costs include all costs incurred for the purpose of the design, engineering, and construction of the Project. In addition, the County and City agree to each pay one half (1/2) the costs of property acquisition. The County will directly pay all costs of property acquisition incurred and thereafter receive credit toward its funding obligation for fifty percent (50%) of all sums expended. Property acquisition costs include costs of title searches, appraisals, filing fees, court costs, expert witnesses, just compensation paid to landowners and attorney fees. Each party shall be responsible for their individual attorney and/or administrative fees incurred in relation to the Project other than the attorney fees incurred for the acquisition of

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rights of ways and easements necessary for the project, which shall be shared equally by the parties.

10. The City will tender its share of the Total Project Costs, estimated to be \$14,725.00, plus that amount which represents one half (1/2) the costs of property acquisition, to the County within forty five (45) days from the date of the contract for construction is awarded by the County. Upon the Project close out by the County a final accounting of costs will be prepared by the County. In the event the Project costs are determined to be less than \$117,800.00 the County shall refund to the City the proper share of excess City funds within sixty (60) days of the County's final acceptance of the Project.

11. The County shall proceed with securing funding from NRCS and apply such funding to the Project as provided for pursuant to NRCS funding guidelines. Upon request from the City, the County will provide to City copies of all paid invoices along with proof of payment. Further, upon request by the City, the County shall provide proof of the nature and extent of payments made to property owners for property rights acquired.

12. Any change in the scope of work (excluding construction change orders as approved by the Engineer that are within 5% of the awarded bid amount) will be communicated by the County to the City prior to the County authorizing the contractor to proceed. The City will advise the County of its acceptance or rejection of any change in the scope of work as proposed by the County, in writing, within thirty (30) days or receipt of notice of the proposed changes. If the City rejects a proposed change in scope of work the County will not undertake the changed scope or work, or may proceed with the proposed changed scope of work but shall be solely responsible for any resulting increase in the Total Cost of Project. Failure of the City to respond in writing within thirty (30) days to a proposed change in scope of work shall be deemed a rejection of the proposal. If the City accepts a proposed change in scope of work any increase in Total Cost of Project will be shared equally by the County and City, and the payments due from the City will be adjusted accordingly.

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13. Within sixty (60) days of the close out of the Project (i.e. payment of all costs incurred), the County will provide to City an accounting of the costs of the Project, payments made and total funds utilized. The purpose of the audit is to fully and completely identify the Total Projects Costs. Further, the City shall have the right, upon reasonable notice to the County, to obtain an independent audit of the Project for the purpose of verifying the Total Projects Costs

14. Per paragraph 9, the City's total contribution to the Project is twelve and one-half percent (12.5%) of the Total Project Costs. In the event the accounting of expenditures for the Project reveals that the City paid more or less than 12.5% the proper adjustment will be determined and the County shall reimburse the City for any overage in City funding or the City will pay to County any shortfall in City funding.

15. After completion of the Project, the City agrees to maintain the portions of the Project located within its jurisdiction in a regular and satisfactory manner. Such future maintenance will be subject to the approval of the County Engineer, for so long as the NRCS obligations require the County to oversee the maintenance of the Project, and will include the keeping of all Project right of way free of encroachments such as buildings, fences, limbs, and any other obstructions.

16. The City will, at its own expense, relocate or have adjustments made to public utilities for the Project to the extent such are within their jurisdiction. The utility relocations will be in a manner consistent with the policies and standards of the Mississippi State Aid Engineer.

17. Either party may terminate this Agreement (i) in the event of a material breach or default by the other party which remains uncured following sixty (60) days written notice describing such breach or default in reasonable detail. In which case, the non-defaulting party shall, if it so elects, have the right to terminate the Agreement upon giving the defaulting party final notice of termination of the Agreement and the effective date of such termination shall be specified in such notice (which shall be not less than 7 days after the giving of such notice), or (ii) this Agreement may be terminated at any time upon the mutual written agreement of the parties.

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Upon the termination of this agreement, under either provision, the City will pay to County one half (1/2) the expenses then incurred by the County up to the maximum limits of contribution required of the City.

18. ~~Neither this Agreement nor any of its terms may be changed or modified, waived or terminated except by an instrument in writing, approved by the governing body of each party, with such approval spread upon its official minutes, and signed by each party's designated representative.~~

19. This Agreement shall remain in effect until the completion of the terms set forth herein.

20. Notwithstanding any other provision of this Agreement, if funds necessary for the continued fulfillment of this Agreement by either party are at any time insufficient, or not forthcoming through failure of any entity to appropriate funds, or otherwise, the party lacking funding shall have the right to terminate this Agreement without penalty, liability, cost or expense by giving not less than thirty (30) calendar days' prior written notice documenting the lack of funding. In such instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which the canceling party's appropriations were received, or funding was available, or ninety (90) calendar days after such notice has been delivered by the canceling party to the other party.

21. Miscellaneous provisions:

a. Any notices provided under this Agreement shall be deemed properly given if reduced to writing and personally delivered or transmitted by registered or certified mail, or by a traceable commercial delivery service including Federal Express, UPS, Airborne or the equivalent, to the other party, with postage prepaid, or if transmitted by recognized overnight courier service or facsimile, with confirmation receipt.

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 effect any other provision of the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein.

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d. The parties each represent that the person executing this document 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. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. 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.

e. In the event this Agreement extends beyond the term of the existing term of the majority of the membership of the DeSoto County Board of Supervisors or the Board of Alderman for the City of Southaven, it will be deemed to automatically renew and be binding upon their successor Boards unless, by majority vote, the incoming Board terminates the same. Should the successor Board of either party terminate this agreement, the County will immediately perform the accounting required by paragraph 12. Upon completion of the accounting, County will apply the City funds in the manner set forth herein but for only those costs incurred to through the date of the termination of this Agreement. Thereafter, the County will refund to the City any remaining funds which City contributed.

f. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing, approved by each party, and signed by each parties authorized representative.

g. Nothing in this Agreement shall be construed to form any agency relationship between any of the parties executing this agreement. Further, nothing in this Agreement shall be interpreted to impute the actions of one party of this contract to other

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

DESOTO COUNTY, MISSISSIPPI

BY: Sam Rummel
PRESIDENT,
BOARD OF SUPERVISORS

DATE: 3-2-2015

ATTEST: W. E. Davis Chaucery Clerk
CLERK - BOARD OF SUPERVISORS

BY: Misty J. Heffer D.C
CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
MAYOR

DATE: _____

ATTEST: _____
CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

The Mayor and Board of Aldermen of the City of Southaven, Mississippi, took up for further consideration the matter of the issuance of General Obligation Refunding Bonds, Series 2015, of said city, in the principal amount of not to exceed Seven Million Dollars (\$7,000,000). After a discussion of the subject, Alderman Flores offered and moved the adoption of the following resolution:

RESOLUTION (I) AUTHORIZING AND APPROVING THE DEFEASANCE AND REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY") AS DESECIRBED HEREIN; (II) AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF, AN ESCROW AGREEMENT (THE "ESCROW AGREEMENT"); (III) APPROVING THE SELECTION OF WHITNEY BANK D/B/A/ HANCOCK BANK, JACKSON, MISSISSIPPI, AS ESCROW AGENT (THE "ESCROW AGENT") UNDER THE TERMS AND PROVISIONS OF THE ESCROW AGREEMENT; AND (IV) AUTHORIZING AND THE INITIAL APPLICATION TO DEPARTMENT OF THE TREASURY, BUREAU OF PUBLIC DEBT, DIVISION OF SPECIAL INVESTMENTS, PARKERSBURG, WEST VIRGINIA FOR UNITED STATES TREASURY SECURITIES - STATE AND LOCAL GOVERNMENT SERIES (THE "SLGS") IN CONNECTION WITH THE REQUIREMENTS OF THE ESCROW AGREEMENT AND AUTHORIZING THE FINAL APPLICATION FOR THE SLGS AND/OR AUTHORIZING THE EXECUTION OF AN ESCROW BIDDING AGENT AGREEMENT, IF APPLICABLE; (V) APPROVING THE FORM OF AND EXECUTION OF A BOND PURCHASE AGREEMENT FOR THE SALE OF THE BONDS TO RAYMOND JAMES & ASSOCIATES, INC., MEMPHIS, TENNESSEE; (VI) AUTHORIZING THE MAYOR, CITY CLERK OR ASSISTANT DEPUTY/CITY CLERK OF THE CITY TO PROVIDE A WRITTEN NOTIFICATION TO WHITNEY BANK D/B/A/ HANCOCK BANK, JACKSON, MISSISSIPPI, AND FIRST NATIONAL BANK OF CLARKSDALE, CLARKSDALE, MISSISSIPPI AUTHORIZING AND APPROVING THE DEFEASANCE AND REFUNDING OF CERTAIN OUTSTANDING BONDS AS DESECIRBED HEREIN; (VII) APPROVING THE FORM OF AND THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE BONDS AND DIRECTING THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH SAID BONDS; AND (VIII) APPROVING THE PAYMENT OF COST OF ISSUANCE IN CONNECTION THEREWITH; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Southaven, Mississippi, acting for and on behalf of said City of Southaven, Mississippi, hereby finds, determines, adjudicates and declares as follows:

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

“Act” shall mean Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended from time to time.

“Act of Bankruptcy” shall mean the filing of a petition in bankruptcy or insolvency by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

“Agent” shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

“Authorized Officer” means the Mayor, the Clerk and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

“Bond” or “Bonds” shall mean the not to exceed \$7,000,000 General Obligation Refunding Bonds, Series 2015, of the City authorized and directed to be issued in this Bond Resolution.

“Bond Counsel” shall mean Butler Snow LLP, Ridgeland, Mississippi.

“Bond Purchase Agreement” shall mean the Bond Purchase Agreement, dated the date of the sale of the Bonds, by and between the City and the Underwriter.

“Bond Resolution” shall mean this resolution, as may be amended from time to time.

“Book-Entry System” means a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 2 herein.

“Callable Bonds” shall mean together, the Callable 2005 Bonds and the Callable 2007 Bonds.

“Callable 2005 Bonds” shall mean the 2005 Bonds which mature December 1 in the years 2016 through 2025, both inclusive; or shall include such outstanding 2005 Bonds maturing in December 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

“Callable 2007 Bonds” shall mean the 2007 Bonds which mature July 1 in the years 2018 through 2027, both inclusive; or shall include such outstanding 2007 Bonds maturing in July 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

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

"Clerk" shall mean the City Clerk or the Assistant Deputy/City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Direct Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"DTC" means The Depository Trust Company.

"DTC participants" shall mean any participant for whom DTC is a Security Depository Nominee.

"Escrow Agent" shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity or escrow agent under the Escrow Agreement.

"Escrow Agreement" shall mean that Escrow Agreement dated the date of delivery of the Bonds by and among the City, the Bank and the Escrow Agent, providing for the defeasance and advanced refunding of the Refunded Bonds.

"Escrow Fund" shall mean together, the Escrow 2005 Fund and the Escrow 2007 Fund.

"Escrow 2005 Fund" shall mean the Escrow 2005 Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded 2005 Bonds.

"Escrow 2007 Fund" shall mean the Escrow 2007 Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded 2007 Bonds.

"Escrow Requirement" shall mean together, the Escrow 2005 Requirement and the Escrow 2007 Requirement.

"Escrow 2005 Requirement" shall mean that portion of the sale proceeds of the Bonds deposited in the Escrow 2005 Fund and used to defease and advance refund the Refunded 2005 Bonds as provided in the Escrow Agreement.

"Escrow 2007 Requirement" shall mean that portion of the sale proceeds of the Bonds deposited in the Escrow 2007 Fund and used to defease and advance refund the Refunded 2007 Bonds as provided in the Escrow Agreement.

"Financial Advisor" shall mean Government Consultants Inc., Jackson, Mississippi.

"Fiscal Year" shall mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

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

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“Indirect Participant” shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

“Interest Payment Date” shall mean June 1 and December 1 of each year, commencing June 1, 2015, unless otherwise specified in the Bond Purchase Agreement.

“Letter of Representations” shall mean the DTC Blanket Issuer Letter of Representations of the City.

“Mayor” shall mean the Mayor of the City.

“Paying Agent” shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as paying agent for the Bonds.

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

“Project” shall mean together using the proceeds of the Bonds to finance the Refunding Project and the payment of costs of issuance of the Bonds.

“Record Date” shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption.

“Record Date Registered Owner” shall mean the Registered Owner as of the Record Date.

“Refunded Bonds” shall mean together the Refunded 2005 Bonds and Refunded 2007 Bonds.

“Refunded 2005 Bonds” shall mean the 2005 Bonds which mature December 1 in the years 2016 through 2025, both inclusive; or shall include such outstanding 2005 Bonds maturing in December 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

“Refunded 2007 Bonds” shall mean the 2007 Bonds which mature July 1 in the years 2018 through 2027, both inclusive; or shall include such outstanding 2007 Bonds maturing in July 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

“Refunding Project” shall mean using a portion of the proceeds of the Bonds to provide funds to the City to finance (i) the advance refunding of the Refunded 2005 Bonds, including the redemption price of the Callable 2005 Bonds, and (ii) the advance refunding of the Refunded 2007 Bonds, including the redemption price of the Callable 2007 Bonds.

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“Registered Owner” shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

“Securities Depository” means DTC and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

“Securities Depository Nominee” means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

“State” shall mean the State of Mississippi.

“Transfer Agent” shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as transfer agent for the Bonds.

“2005 Bonds” shall mean the \$4,500,000 City of Southaven, Mississippi General Obligation Bonds, Series 2005, dated December 1, 2005.

“2005 Bond Resolution” shall mean the bond resolution, adopted by the City, in connection with the 2005 Bonds on November 15, 2005.

“2005 Bonds Paying Agent” shall mean First National Bank of Clarksdale, Clarksdale, Mississippi.

“2007 Bonds” shall mean the \$6,000,000 City of Southaven, Mississippi General Obligation Bonds, Series 2007, dated July 1, 2007.

“2007 Bond Resolution” shall mean the bond resolution, adopted by the City, in connection with the 2007 Bonds on June 14, 2007.

“2007 Bond Paying Agent” shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi i.

“2015 Bond Fund” shall mean the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015 Bond Fund provided for in Section 12 hereof.

“2015 Costs of Issuance Fund” shall mean the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015 Costs of Issuance Fund provided for in Section 13 hereof.

“Underwriter” shall mean Raymond James & Associates, Inc., Memphis, Tennessee.

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

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2. The City is authorized under the provisions of the Act to issue the Bonds, to provide funds for the Project. It is advisable and in the public interest to issue the Bonds for the purpose stated herein.

3. The estimated cost of the Project is not to exceed Seven Million Dollars (\$7,000,000).

4. The Governing Body recognizes that the current low interest rate environment provides an opportunity to refund the Bonds, and the Governing Body further realizes that the Governing Body must move expeditiously to accomplish the greatest savings possible by the issuance of the Bonds.

5. In that the bond market is volatile, the Governing Body needs to authorize the negotiated sale of the Bonds to the Underwriter, subject to the satisfaction of the conditions as hereinafter set forth in Sections 3(b) and 4(b) and authorizes the Mayor and Clerk to execute the Bond Purchase Agreement, prior to a scheduled meeting of the Governing Body in order to maximize the savings to the City regarding the issuance of the Bonds.

6. It is necessary to approve the execution of the Preliminary Official Statement, to be dated the date of distribution thereof (the "Preliminary Official Statement"), for the sale of the Bonds and the distribution thereof to prospective purchasers of the Bonds.

7. It is necessary to approve the form of and execution of the Bond Purchase Agreement with regard to the sale of the Bonds.

8. It is necessary to approve the form of, execution and distribution of an Official Statement, to be dated the date of execution of the Bond Purchase Agreement (the "Official Statement"), for the Bonds.

9. It is necessary to approve the Escrow Agent and the form and execution of the Escrow Agreement for the Refunded 2005 Bonds and the Refunded 2007 Bonds.

10. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

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

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

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SECTION 2. (a) The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of bond certificates to be made except as provided in this Section 2. Any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the Registration Records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of each separate maturity (whether serially or by term) of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the DTC participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the DTC participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the DTC participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other Person appearing on the Registration Records as the Registered Holder of such Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to DTC participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the DTC participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the DTC participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the Registered Owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

(c) The City may at any time elect with the prior written consent of the Underwriter (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(d) Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the City will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify DTC participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the

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Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(e) In the event that Bonds are to be issued to the Beneficial Owners of the Bonds, or their designees, the City shall, at its expense, promptly have prepared Bonds in certificated form registered in the names of the Beneficial Owners of Bonds shown on the records of the DTC participants provided to the Paying Agent, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 7 hereof.

(f) If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(g) Each Securities Depository and the DTC participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any DTC participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such DTC participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(h) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the City shall have executed and delivered to the initial Securities Depository the Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of the Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(i) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

SECTION 3. (a) The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Seven Million Dollars (\$7,000,000) to raise money for the Project as authorized by the Act.

(b) The Governing Body hereby finds and determines that (a) the Act provides that the Bonds may be secured by a pledge of the same source of security as the Refunded Bonds, or such other security as the Governing Body may lawfully pledge, or both; (b) the net proceeds of the Bonds shall be applied to the refunding and defeasance of the Refunded Bonds and the payment of the costs of issuance related to the Bonds; (c) the Bonds shall not be issued unless all of the requirements of the Act and other applicable laws of the State are met, including without limitation, the requirement of at least a two percent (2%) net present value savings for the

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Refunded Bonds; (d) pursuant to the Act the Bonds shall be general obligations of the City and the full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on the Bonds; and (e) the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Act.

(c) Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Underwriter at private sale pursuant to the terms and provisions of the Bond Purchase Agreement in substantially the form attached hereto as Exhibit B. The Financial Advisor, the Chief Administrative Officer and/or the Mayor, acting for and on behalf of the City, are hereby authorized and directed to negotiate with the Underwriter for the sale of the Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Bonds, (b) the redemption provisions of the Bonds, (c) the interest rates to be borne by the Bonds, (d) the maturity date of the Bonds, (e) the Refunded Bonds to be refinanced with the proceeds of the Bonds, (f) the principal and interest payment dates for the Bonds, and to make all final determinations necessary to structure the Bonds. The Bond Purchase Agreement in substantially such form is hereby approved in all respects and, subject to the provisions of this Section and Section 4 hereof, the Mayor, the City Clerk and the Assistant Deputy/City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by the Mayor, said execution being conclusive evidence of such approval.

SECTION 4. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified in the Bond Purchase Agreement, payable on June 1 and December 1 of each year commencing June, 2015, unless otherwise specified in the Bond Purchase Agreement; and shall mature and become due and payable on December 1, unless otherwise specified in the Bond Purchase Agreement, in the years and in the principal amounts as set forth in the Bond Purchase Agreement with the final maturity occurring not later than December 1, 2026, unless otherwise specified in the Bond Purchase Agreement. All such terms and provisions for the Bonds will be in compliance with the Act and this Bond Resolution; provided, however, that the Bonds should not bear an overall maximum interest rate greater than eleven percent (11%) per annum as allowed by the Act.

(c) The Bonds shall be subject to redemption as stated in the Bond Purchase Agreements, unless otherwise stated therein.

(d) If the Bonds are subject to redemption pursuant to the Bond Purchase Agreement, notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any

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proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the Redemption Price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the Redemption Price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (b) certificates of deposit or municipal obligations fully secured by Government Obligations, (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (d) United States Treasury Securities - State and Local Government Series ("SLGS"), or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under this Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 5. (a) When the Bonds have been executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of, or attached to, each of the Bonds, over the Clerk's manual or facsimile signature and manual or facsimile seal, the Clerk's certificate in substantially the form set out in Section 7.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City

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

(c) The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of the Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel, which opinion may be imprinted on, or attached to, the reverse of each of the Bonds.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent and the Underwriter:

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

(ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to or upon the order of the Underwriter.

(e) At delivery, the Transfer Agent shall authenticate the Bonds and deliver them to or upon the order of the Underwriter thereof upon payment of the purchase price of the Bonds to the City in accordance with the Bond Purchase Agreement.

(f) Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall, if necessary, imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 6. (a) The Governing Body hereby appoints the Paying and Transfer Agent for the Bonds. The Paying and Transfer Agent shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

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

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

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to this Bond Resolution.

(ii) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

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

(iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

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(v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

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

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

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

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

SECTION 7. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[remainder of page left blank intentionally]

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[BOND FORM]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
 STATE OF MISSISSIPPI
 CITY OF SOUTHAVEN
 GENERAL OBLIGATION REFUNDING BOND
 SERIES 2015

NO. _____

\$ _____

Rate of Interest

Maturity

Date of Original Issue

CUSIP

Registered Owner:

Principal Amount:

DOLLARS

The City of Southaven, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, or its successor, as paying agent (the "Paying Agent"), for the General Obligation Refunding Bonds, Series 2015, of the City (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of

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interest per annum set forth above, on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing ____, 20__, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at such Registered Owner's address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of _____ Dollars (\$_____) to raise money for the purpose of providing funds to the City for the (i) the advance refunding of the Refunded 2005 Bonds, including the redemption price of the Callable 2005 Bonds, (ii) the advance refunding of the Refunded 2007 Bonds, including the redemption price of the Callable 2007 Bonds, and (iii) payment of the costs of issuance for the Bonds; the preceding capitalized terms have the meanings ascribed thereto in the below defined Bond Resolution.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the City, including a resolution adopted March 3, 2015 (the "Bond Resolution").

[REMOVE IF NOT APPLICABLE: The Bonds maturing on _____, 20__ and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole or in part on any date on or after _____, 20__.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the Redemption Price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the Redemption Price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state

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that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.]

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

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

The Bonds are general obligations of the City secured by the full faith, credit and resources of the City and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The City will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

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

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

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

CITY OF SOUTHAVEN, MISSISSIPPI

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BY: _____
Mayor

COUNTERSIGNED:

City Clerk

(Seal)

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There shall be printed in the lower left portion of the face of the Bonds, on or otherwise attached thereto, a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Refunding Bonds, Series 2015, of the City of Southaven, Mississippi.

**WHITNEY BANK D/B/A HANCOCK BANK,
JACKSON, MISSISSIPPI
as Transfer Agent**

**BY: _____
Authorized Officer**

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds, or attached thereto, a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

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

I, the undersigned City Clerk of the City of Southaven, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of DeSoto County, Mississippi, rendered on the ____ day of _____, 2015.

City Clerk

(Seal)

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ASSIGNMENT

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____,
_____, _____, as Transfer Agent to transfer the said Bond on the records kept for
registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

[END OF BOND FORM]

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SECTION 8. In case any Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote. The provision of this Section 8 shall not apply if the Book-Entry System is in effect.

SECTION 9. The Bonds shall be general obligations of the City secured by the full faith, credit and resources of the City. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bond. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 11. (a) In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such

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Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

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

SECTION 12. (a) The City hereby establishes the 2015 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2015 Bond Fund as and when received:

- (i) The accrued interest and premium, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (iii) Any income received from investment of monies in the 2015 Bond Fund; and
- (iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2015 Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2015 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 13. The City hereby establishes the 2015 Costs of Issuance Fund which shall be held by the Escrow Agent under the Escrow Agreement. A certain portion of the proceeds received upon the sale of the Bonds shall be deposited in the 2015 Costs of Issuance Fund. Any income received from investment of monies in the 2015 Costs of Issuance Fund shall be deposited in the 2015 Costs of Issuance Fund. Funds in the 2015 Costs of Issuance Fund shall be used by the Escrow Agent, upon receipt of written direction of the Mayor or Clerk as provided in Section 22 hereof, to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. Any amounts which remain in the 2015 Costs of Issuance Fund after the payment of the costs of issuance for the Bonds shall be transferred by the Escrow Agent to the City for deposit in the 2015 Bond Fund and used as permitted under State law.

SECTION 14. Upon the delivery of the Bonds, the Underwriter will remit the proceeds of the Bonds, for and on behalf of the City, as follows: (i) a portion of the Bond proceeds will be paid directly to the Escrow Agent for deposit (a) in the Escrow 2005 Fund, which amount,

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together with investment income thereon, will be sufficient to provide the Escrow 2005 Requirement to effectuate the defeasance and advance refunding of the Refunded 2005 Bonds and the redemption of the Callable 2005 Bonds, (b) in the Escrow 2007 Fund, which amount, together with investment income thereon, will be sufficient to provide the Escrow 2007 Requirement to effectuate the defeasance and advance refunding of the Refunded 2007 Bonds and the redemption of the Callable 2007 Bonds, and (c) in the 2015 Costs of Issuance Fund and used as provided in Section 13 hereof, all as set forth and described in the Escrow Agreement.

SECTION 15. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

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

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be acceptable to the Transfer Agent, such notice to be received by the Transfer Agent not later than the Record Date preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 16. The Bonds may be submitted to validation as provided by 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and to that end the Clerk is hereby directed, if applicable, to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 17. The City hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code, and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 18. The City hereby covenants as follows:

(a) it has not abandoned, sold or otherwise disposed of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the 2005 Bonds or the 2007 Bonds;

(b) it does not intend to, during the term that any of the Bonds allocable to the Refunding Project are outstanding, abandon, sell or otherwise dispose of any facility, equipment

Minutes, City of Southaven, Southaven, Mississippi

or improvement financed or refinanced directly or indirectly with the proceeds of the 2005 Bonds or the 2007 Bonds;

(c) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(d) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(e) it will not employ an abusive arbitrage device in connection with the issuance by it of the Bonds which will enable it to obtain a material financial advantage (based on arbitrage) apart from the savings that may be realized as a result of the lower interest rates on the Bonds than on the Refunded Bonds and overburden the tax-exempt bond market; and

(f) the amount of "excess gross proceeds," as such term is defined in Income Tax Regulation § 1.148-10(c)(2), of the Bonds allocable to the Refunding Project will not exceed one percent (1%) of the proceeds received from the sale thereof.

SECTION 19. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("Rebate") in the manner described in Treasury Regulation §§ 1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds. In accordance therewith, the City shall:

(a) Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Governing Body of the City, and each succeeding fifth "bond year"), and within sixty (60) days of the date the last bond that is part of the Bonds is discharged the City shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the City, of "gross proceeds" of the Bonds, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year": (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the City of gross proceeds of the Bonds and (C) any other information required to comply with Section 148 of the Code.

(b) The City shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the Bonds and each expenditure it makes with "gross proceeds." Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property."

Minutes, City of Southaven, Southaven, Mississippi

SECTION 20. The City hereby designates the Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the City hereby represents that:

(a) the City reasonably anticipates that the amount of tax-exempt obligations to be issued by it during the period from January 1, 2015, to December 31, 2015, and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed \$10,000,000 when added to the aggregate principal amount of the Bonds; and

(b) for purposes of this Section 20, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the City: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

SECTION 21. The City hereby agrees for the benefit of the holders and beneficial owners of the Bonds for so long as it remains obligated to advance funds to pay the Bonds to provide certain updated financial and operating information and data listed below annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board (the "MSRB") through 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 Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be available free to securities brokers and the general public at EMMA. The City has agreed to provide Annual Updated Information (as defined below) to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information.

The City will provide certain updated financial information and operating data to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in APPENDIX A under the headings "TAX INFORMATION" and "DEBT INFORMATION" and other financial information as set forth in the Continuing Disclosure Agreement, the form of which is included in the Official Statement. The City will update and provide this information within twelve months after the end of each fiscal year of the City ending in or after September 30, 2015.

The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule. The updated information will include audited financial statements, if the City's audit is completed by the required time. Any such financial statements will be prepared in accordance with the accounting principles promulgated by the State of Mississippi or such other accounting principles as the City may be required to employ from time to time pursuant to law or regulation.

Minutes, City of Southaven, Southaven, Mississippi

The City's current fiscal year end is September 30. If the City changes its fiscal year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information.

Anyone requesting information under the continuing disclosure requirements of the Rule should contact the City Clerk, City Hall, 8710 Northwest Drive, Southaven, Mississippi 38671, Telephone Number (662) 280-2489.

The City will also provide notice to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, in a timely manner not in excess of ten (10) business days after the occurrence of such events: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves, reflecting financial difficulties; (3) unscheduled draws on credit enhancements, reflecting financial difficulties; (4) substitution of credit or liquidity providers for the Bonds; or their failure to perform; (5) adverse tax opinions, IRS notices or events affecting the tax status of the Bonds; (6) defeasances; (7) rating changes; (8) tender offers; and (9) bankruptcy, insolvency receivership, or a similar proceeding by the obligated person. The City will provide to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, notice of an occurrence of the following events, if such event is material to a decision to purchase or sell Bonds, in a timely manner not in excess of ten (10) business days after the occurrence of an event: (1) non-payment related defaults; (2) modifications to the rights of bond holders; (3) bond calls or redemption; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms; and (6) appointment of a successor or additional trustee, or the change in the name of the trustee. In addition, the City will provide timely notice of any failure by the City to provide the Annual Updated Information.

The City has agreed to update information and to provide notices of material events only as described in this Section. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the City, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the City receives an opinion of nationally recognized bond counsel to the

Minutes, City of Southaven, Southaven, Mississippi

effect that the amendment does not materially impair the interests of the holders and beneficial owners of the Bonds. If any such amendment is made, the City will include in its next Annual Updated Information an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 22. The Escrow Agent upon receipt of authorization from the City is hereby authorized and directed to pay costs of issuance expenses on the closing date for the Bonds from the proceeds of the Bonds deposited in the 2015 Costs of Issuance Fund held under the Escrow Agreement for the costs of issuance of said Bonds; provided, however, total costs of issuance for said Bonds shall not exceed 4% of the par amount of the Bonds, excluding Underwriter's discount and original issue premium or discount, if any. The Mayor and the Clerk or any other Authorized Officer are authorized to sign requisitions for the payment of costs of issuance for the Bonds.

SECTION 23. Each of the following constitutes an event of default under this Bond Resolution:

- (a) failure by the City to pay any installment of principal of or interest on any Bond at the time required;
- (b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or
- (c) an Act of Bankruptcy occurs.

SECTION 24. The Mayor and Clerk and any other Authorized Officer are authorized to execute and deliver such resolutions, certificates and other documents and instruments as are required for the sale, issuance and delivery of the Bonds and the completion of the Project as contemplated in this Bond Resolutions.

SECTION 25. The Governing Body, acting for an on behalf of the City, hereby irrevocably elects and directs that the Refunded Bonds selected for refunding shall be redeemed on such date as may be determined by the Financial Advisor, the Mayor and the Chief Administrative Officer to be in the best interest of the City and that is in compliance with the terms and provisions of the 2005 Bond Resolution, the 2007 Bond Resolution and the Act. The City is hereby authorized and directed to notify the (a) 2005 Paying Agent of the refunding of the Refunded 2005 Bonds, and the 2005 Paying Agent is hereby authorized and directed to provide notice of the redemption of the Refunded 2005 Bonds to the holders of such Refunded 2005 Bonds pursuant to the terms and provisions of the 2005 Bond Resolution, as provided on Exhibit C hereto; and (b) 2007 Paying Agent of the refunding of the Refunded 2007 Bonds, and the 2007 Paying Agent is hereby authorized and directed to provide notice of the redemption of the Refunded 2007 Bonds to the holders of such Refunded 2007 Bonds pursuant to the terms and provisions of the 2007 Bond Resolution, as provided on Exhibit D hereto.

SECTION 26. The Mayor is hereby authorized and directed to appoint a verification agent (the "Verification Agent") in connection with the Bonds and the Refunded Bonds. The

Minutes, City of Southaven, Southaven, Mississippi

Verification Agent will verify the arithmetical accuracy of certain computations prepared by the Underwriter which show the present value difference between the debt service on the Bonds and the debt service on the Refunded Bonds.

SECTION 27. Under the 2005 Bond Resolution, the 2007 Bond Resolution and the Act, upon the issuance of the Bonds, the Refunded Bonds selected for refunding will be legally and economically defeased.

SECTION 28. The Mayor is hereby directed, to take all actions necessary to secure an appropriate rating(s) on the Bonds.

SECTION 29. Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi is hereby designated to serve as Escrow Agent under and pursuant to the Escrow Agreement, and Raymond James & Associates, Inc. is hereby designated as the Underwriter for the Bonds.

SECTION 30. The Preliminary Official Statement, in the form submitted to this meeting and attached hereto as Exhibit A, shall be, and the same hereby is, approved in substantially said form with such changes, omissions, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in such officer's opinion determine to be required. The Governing Body deems the Preliminary Official Statement to be "final" as required by SEC Rule 15c2-12(b)(1). The actions of the Mayor and all other persons in connection with the preparation of the Preliminary Official Statement are hereby ratified and confirmed. The Mayor and the City Clerk and/or the Assistant Deputy/City Clerk are hereby authorized and directed to distribute the Preliminary Official Statement to the Underwriter and to cause to be prepared and to execute and deliver a final Official Statement in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions from the Preliminary Official Statement as may be approved by such officer, said execution being conclusive evidence of such approval.

SECTION 31. The Escrow Agreement, in the form submitted to this meeting and attached hereto as Exhibit C, shall be, and the same hereby is, approved in substantially said form. The Mayor and City Clerk and/or the Assistant Deputy/City Clerk are hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in such officer's opinion determine to be required, said execution being conclusive evidence of such approval. All proceeds of the Bonds held by the Escrow Agent shall be invested only as provided for by the Escrow Agreement, the 2005 Bond Resolution, the 2007 Bond Resolution and the Act. The Governing Body hereby authorizes any of the Escrow Agent, Bond Counsel or the Underwriter to make the initial application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities - State and Local Government Series in connection with the investment requirements under the terms and conditions of the Escrow Agreement, as well as a final application for SLGS in connection with the Refunding Project, as necessary. The Governing Body further authorizes the Mayor and/or City Clerk and/or the Assistant Deputy/City Clerk to execute an Escrow Bidding Agent Agreement, as applicable, if such agreement is deemed necessary in connection with completing the Refunding Project.

Minutes, City of Southaven, Southaven, Mississippi

SECTION 32. If in the opinion of the City and Bond Counsel, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body of the City hereby authorizes (a) the Bond Counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel, and (b) the Underwriter for the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bonds.

SECTION 33. That the City hereby certifies that it will be in current compliance with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule") in connection with all applicable bond issues sold, issued and delivered by the City since July 1, 1995, subject to the Rule, prior to the sale of the Bonds.

SECTION 34. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any Person or firm or corporation other than the City, the holders of the Bonds issued under the provisions of this Bond Resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This Bond Resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds issued under the provisions hereof.

SECTION 35. All covenants, stipulations, obligations and agreements of the City contained in this resolution, shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 36. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 37. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Minutes, City of Southaven, Southaven, Mississippi

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

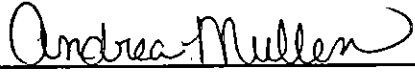
Alderman William Brooks	Voted: <u>YPS</u>
Alderman Kristian Kelly	Voted: <u>YPS</u>
Alderman Shirley Beshears	Voted: <u>YPS</u>
Alderman George Payne	Voted: <u>YPS</u>
Alderman Joel Gallagher	Voted: <u>YPS</u>
Alderman Scott Ferguson	Voted: <u>YPS</u>
Alderman Raymond Flores	Voted: <u>YPS</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the Bond Resolution adopted this the 3rd day of March, 2015



MAYOR

ATTEST:



CITY CLERK AND/OR ASSISTANT
DEPUTY/CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

FORM OF PRELIMINARY OFFICIAL STATEMENT

Minutes, City of Southaven, Southaven, Mississippi

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2015

NEW ISSUE - BOOK-ENTRY

RATING: Standard & Poor's "___"
(See "RATING" herein)

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, assuming continuing compliance by the City of Southaven, Mississippi with the tax covenants and representations described herein, under existing law, interest on the Bonds (defined herein) is excludable from federal gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a specific item of tax preference under Section 57 of the Code for the purposes of calculating alternative minimum tax; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. Bond Counsel is of the further opinion that interest on the Bonds is exempt from State of Mississippi income taxation under existing laws. See "TAX EXEMPTION" herein.

\$____,000*
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015
OF THE
CITY OF SOUTHAVEN, MISSISSIPPI

DATED: Date of Delivery

DUE: December 1, as shown on inside front cover

The City of Southaven, Mississippi (the "City") General Obligation Refunding Bonds, Series 2015, to be dated the date of delivery (the "Bonds") are being issued for the purpose of providing funds for (i)(a) the refinance, prepayment and advance refunding of certain outstanding maturities of the City's \$4,500,000 General Obligation Bonds, Series 2005, dated December 1, 2005 (the "2005 Bonds") and (b) the refinance, prepayment and advance refunding of certain outstanding maturities of the City's \$6,000,000 City of Southaven, Mississippi General Obligation Bonds, Series 2007, dated July 1, 2007 (the "2007 Bonds"); and (ii) payment of cost of issuance for the Bonds, all to provide debt service savings for the City. Interest on the Bonds is payable from the dated date of the Bonds, semiannually on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing June 1, 2015. Except as set forth herein, interest on the Bonds will be payable by check dated as of the Interest Payment Date and mailed by the Paying Agent to the Registered Owners. Principal of the Bonds is payable at the principal corporate trust office of Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, Paying Agent. The Bonds will be issued only as fully registered bonds, without coupons, in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity, and shall be numbered separately from one upward, in the order of issuance.

The Bonds are issuable as fully registered securities and will be initially issued only in book-entry form, under a book-entry system (described herein) in which The Depository Trust Company ("DTC") is the securities depository for the Bonds, to the nominee of DTC (Cede & CO.), with no physical delivery of Bond certificates to the purchasers thereof. Principal and interest payments on the Bonds will be paid to the DTC nominee, which will distribute such payments to the participating members of DTC for subsequent remittance to the owners of the beneficial interest in the Bonds. Such beneficial owners will be permitted to exercise the rights of holders of Bonds only indirectly through DTC and its participating members. (See "THE BONDS" or "Book-Entry Only System" herein).

The Bonds will be subject to optional redemption prior to maturity as set forth herein.

The Bonds will be issued under and in conformity with the Constitution and Laws of the State of Mississippi and pursuant to the Bond Resolution adopted by the Mayor and Board of Aldermen of the City on March 3, 2015 (the "Bond Resolution"). The Bonds are secured by the full faith, credit and resources of the City and are payable from the proceeds of an unlimited, continuing, direct, annual ad valorem tax levied on taxable property within the City.

The Bonds have been designated by the City as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Bonds are being offered for delivery when, as and if issued and received by the Underwriter, subject to the final approving opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the City by Butler Snow LLP, Southaven, Mississippi, Counsel for the City, and for the Underwriter by the Law Offices of Andy J. Clark, PLLC in connection with the sale and issuance of the Bonds. It is anticipated that the Bonds will be available for delivery on or about _____, 2015.*

Raymond James

The date of this Official Statement is _____, 2015.

*Preliminary, subject to change.

Minutes, City of Southaven, Southaven, Mississippi

MATURITY SCHEDULE*

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>PRICE OR YIELD</u>	<u>CUSIP**</u>
2016	\$,000	%	%	
2017	,000			
2018	,000			
2019	,000			
2020	,000			
2021	,000			
2022	,000			
2023	,000			
2024	,000			
2025	,000			
2026	,000			

Optional Redemption. The Bonds maturing on _____, and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after _____.

*Preliminary, subject to change.

**The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Bonds only. The City and Underwriter do not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Bonds as a result of various subsequent actions, including, but not limited to, a refunding in whole or in part of the Bonds.

Minutes, City of Southaven, Southaven, Mississippi

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THE BONDS OTHER THAN IS CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE BONDS IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. THE INFORMATION, ESTIMATES AND EXPRESSIONS OF OPINION CONTAINED HEREIN ARE SUBJECT TO CHANGES WITHOUT NOTICE, AND WHILE ALL INFORMATION HAS BEEN SECURED FROM SOURCES WHICH ARE BELIEVED TO BE RELIABLE, ALL PARTIES PREPARING AND DISTRIBUTING THE OFFICIAL STATEMENT MAKE NO GUARANTY OR WARRANTY RELATING THERETO. ALL OPINIONS, ESTIMATES OR ASSUMPTIONS, WHETHER OR NOT EXPRESSLY IDENTIFIED, ARE INTENDED AS SUCH AND NOT AS REPRESENTATIONS OF FACT. NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT SHALL, NOR ANY SALE MADE HEREUNDER, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE DATE HEREOF.

THE UNDERWRITER SHOWN ON THE COVER OF THIS OFFICIAL STATEMENT HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

INFORMATION HEREIN HAS BEEN OBTAINED FROM THE CITY, DTC AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

UPON ISSUANCE, THE BONDS WILL NOT BE REGISTERED BY THE CITY UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE CITY (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE CITY AND THE UNDERWRITER OR HOLDERS OF THE BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Minutes, City of Southaven, Southaven, Mississippi

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CITY OF SOUTHAVEN, MISSISSIPPI

DARREN MUSSELWHITE
MAYOR

BOARD OF ALDERMEN

KRISTIAN KELLY
SHIRLEY BESHEARS
GEORGE PAYNE
JOEL GALLAGER
SCOTT FERGUSON
RAYMOND FLORES
WILLIAM BROOKS

SHEILA HEATH
CITY CLERK

BUTLER SNOW LLP
RIDGELAND, MISSISSIPPI
CITY ATTORNEY

GOVERNMENT CONSULTANTS, INC.
JACKSON, MISSISSIPPI
FINANCIAL ADVISOR

BUTLER SNOW LLP
RIDGELAND, MISSISSIPPI
BOND COUNSEL

Minutes, City of Southaven, Southaven, Mississippi

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OFFICIAL STATEMENT

\$____,000*

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015

OF THE

CITY OF SOUTHAVEN, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the sale of the \$____,000* General Obligation Refunding Bonds, Series 2015, to be dated the date of delivery thereof (the "Bonds"), of the City of Southaven, Mississippi (the "City"). The City is a political subdivision incorporated under the laws of the State of Mississippi.

Reference is made to the Act, as hereinafter defined, the Bond Resolution, as hereinafter defined, and any and all modifications and amendments thereof for a description of the authority of the City to issue the Bonds, the nature and extent of the security of, the principal of and interest on the Bonds and the terms and conditions under which the Bonds are issued.

THE BONDS

Definitions

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

"Act" shall mean Sections 31-27-1 et seq., Mississippi Code of 1972, as amended.

"Bond" or "Bonds" shall mean the \$____,000* General Obligation Refunding Bonds, Series 2015 of the City authorized and directed to be issued in the Bond Resolution.

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

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, dated the date of the sale of the Bonds, by and between the City and the Underwriter.

"Bond Resolution" shall mean the Bond Resolution adopted by the Governing Body on March 3, 2015, as may be amended from time to time.

"Book-Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in of the Bond Resolution and herein under the caption "THE BONDS – Book-Entry Only System".

"Callable Bonds" shall mean together, the Callable 2005 Bonds and the Callable 2007 Bonds.

*Preliminary, subject to change.

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"Callable 2005 Bonds" shall mean the 2005 Bonds which mature December 1 in the years 2016 through 2025, both inclusive.

"Callable 2007 Bonds" shall mean the 2007 Bonds which mature July 1 in the years 2018 through 2027, both inclusive.

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

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

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"County" shall mean DeSoto County, Mississippi.

"Direct Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"DTC" means The Depository Trust Company.

"DTC participants" shall mean any participant for whom DTC is a Security Depository Nominee.

"Escrow Agent" shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as escrow agent under the Escrow Agreement.

"Escrow Agreement" shall mean that Escrow Agreement dated the date of delivery of the Bonds by and among the City, the Bank and the Escrow Agent, providing for the defeasance and advanced refunding of the Refunded Bonds.

"Escrow Fund" shall mean together, the Escrow 2005 Fund and the Escrow 2007 Fund.

"Escrow 2005 Fund" shall mean the Escrow 2005 Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded 2005 Bonds.

"Escrow 2007 Fund" shall mean the Escrow 2007 Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded 2007 Bonds.

"Escrow Requirement" shall mean together, the Escrow 2005 Requirement and the Escrow 2007 Requirement.

"Escrow 2005 Requirement" shall mean that portion of the sale proceeds of the Bonds deposited in the Escrow 2005 Fund and used to defease and advance refund the Refunded 2005 Bonds as provided in the Escrow Agreement.

"Escrow 2007 Requirement" shall mean that portion of the sale proceeds of the Bonds deposited in the Escrow 2007 Fund and used to defease and advance refund the Refunded 2007 Bonds as provided in the Escrow Agreement.

"Financial Advisor" shall mean Government Consultants Inc., Jackson, Mississippi.

"Fiscal Year" shall mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

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

"Interest Payment Date" shall mean June 1 and December 1 of each year, commencing June 1, 2015.

"Letter of Representations" shall mean the DTC Blanket Issuer Letter of Representations of the City.

"Mayor" shall mean the Mayor of the City.

"Paying Agent" shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as paying agent for the Bonds.

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

"Project" shall mean together using the proceeds of the Bonds to finance the Refunding Project and the payment of costs of issuance of the Bonds.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption.

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

"Refunded Bonds" shall mean together the Refunded 2005 Bonds and Refunded 2007 Bonds.

"Refunded 2005 Bonds" shall mean the 2005 Bonds which mature December 1 in the years 2016 through 2025, both inclusive.

"Refunded 2007 Bonds" shall mean the 2007 Bonds which mature July 1 in the years 2018 through 2027, both inclusive.

"Refunding Project" shall mean using a portion of the proceeds of the Bonds to provide funds to the City to finance (i) the advance refunding of the Refunded 2005 Bonds, including the redemption price of the Callable 2005 Bonds, and (ii) the advance refunding of the Refunded 2007 Bonds, including the redemption price of the Callable 2007 Bonds.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Securities Depository" means DTC and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

"Securities Depository Nominee" means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

"State" shall mean the State of Mississippi.

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"Transfer Agent" shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as transfer agent for the Bonds.

"2005 Bonds" shall mean the \$4,500,000 City of Southaven, Mississippi General Obligation Bonds, Series 2005, dated December 1, 2005.

"2005 Bond Resolution" shall mean the bond resolution, adopted by the City, in connection with the 2005 Bonds on November 15, 2005.

"2005 Bonds Paying Agent" shall mean First National Bank of Clarksdale, Clarksdale, Mississippi.

"2007 Bonds" shall mean the \$6,000,000 City of Southaven, Mississippi General Obligation Bonds, Series 2007, dated July 1, 2007.

"2007 Bond Resolution" shall mean the bond resolution, adopted by the City, in connection with the 2007 Bonds on June 14, 2007.

"2007 Bond Paying Agent" shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi.

"2015 Bond Fund" shall mean the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015 Bond Fund provided for in the Bond Resolution.

"2015 Costs of Issuance Fund" shall mean the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015 Costs of Issuance Fund provided for in the Bond Resolution.

"Underwriter" shall mean Raymond James & Associates, Inc., Memphis, Tennessee.

Purpose and Authorization

The Bonds are being issued to provide funds for (i) the advance refunding of the Refunded 2005 Bonds, including the redemption price of the Callable 2005 Bonds, (ii) the advance refunding of the Refunded 2007 Bonds, including the redemption price of the Callable 2007 Bonds, and (iii) payment of the costs of issuance for the Bonds; thereby reducing the debt service requirements of the City and resulting in an overall net present value savings of not less than two percent (2%) of the Refunded Bonds. A schedule of the principal maturities of the Refunded Bonds is contained in APPENDIX D.

The Bonds will be issued pursuant to the provisions of the Act and the Bond Resolution.

Security

The Bonds will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

The qualified electors of the State of Mississippi voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "Constitution") to add the following new Section 172A (the "Amendment"):

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SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the City's underlying obligation to pay the principal of and interest on the Bonds as they mature and become due, nor does it affect the City's obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect Bondholders' remedies in the event of a payment default, the Amendment potentially prevents Bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the Bondholders in the event of a payment default with respect to the Bonds. For example, Bondholders can seek a writ of mandamus to compel the City to use any legally available moneys to pay the debt service on the Bonds, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to the Mississippi Constitution §175, all public officials who are guilty of willful neglect of duty may be removed from office.

Certain information relating to the City is set forth in "APPENDIX A - INFORMATION ON THE CITY" and certain financial information on the City is included in "APPENDIX B - BUDGET" and in "APPENDIX C - AUDIT."

Form of the Bonds

The Bonds shall be dated the date of delivery thereof, shall be delivered in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity, shall be numbered from one upward in the order of issuance, shall be issued in fully registered form, and shall bear interest from the date thereof at the rate or rates specified herein on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing June 1, 2015.

Redemption Provisions

Optional Redemption. The Bonds maturing on _____, and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after _____.

Notice. Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the registered owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption; provided, however, such notice of redemption can be waived by the registered owners of the Bonds. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided in the Bond Resolution shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

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Defeasance. The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (b) certificates of deposit or municipal obligations fully secured by Government Obligations, (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (d) United States Treasury Securities - State and Local Government Series ("SLGS"), or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Bond Resolution and shall no longer be deemed to be outstanding under the Bond Resolution, and the registered owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

Bond Fund

In the Bond Resolution the City establishes the 2015 Bond Fund for the Bonds, said fund to be maintained at a qualified depository of the City. Money deposited in the 2015 Bond Fund by the City shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due.

Sources and Uses of Funds

The following is a summary of the estimated sources and uses of proceeds of the Bonds and certain other funds:

Sources

Par Amount	\$ _____
Plus/[Less] Net Original Issue Premium/[Discount]	_____
Total Sources	\$ _____

Uses

Transfer to the Escrow Agent for deposit to the Escrow 2005 Fund for the Refunded 2005 Bonds	\$ _____
Transfer to the Escrow Agent for deposit to the Escrow 2007 Fund for the Refunded 2007 Bonds	_____
Underwriter's Discount	_____
Costs of Issuance	_____
Total Uses	\$ _____

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Registration, Transfer and Exchange

The Bond Resolution provides for the registration, transfer and exchange of the Bonds upon presentation and surrender at the principal corporate trust office of the Paying Agent. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed, or be accompanied by other evidence of transfer acceptable to the Paying Agent. No service charge shall be made to the registered owner for any registration, transfer, or exchange for a different denomination of Bonds, but the City or the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond. The City shall not be obligated to issue, exchange or transfer any Bond during the fifteen (15) day period next preceding any interest payment date. For so long as a book-entry only system is used for determining beneficial ownership of the Bonds, such interest shall be payable to DTC or its nominee. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC Participants or the Indirect Participants (see "Book-Entry Only System," herein).

Book-Entry Only System

The City has determined that it will be beneficial to have the Bonds held by a central depository system and to have transfers of the Bonds affected by book-entry on the records of DTC as such central depository system. Unless and until the book-entry only system has been discontinued, the Bonds will be available only in book-entry form in principal amounts of \$5,000 or any integral multiple thereof. DTC will initially act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Bond certificate for each maturity will be issued for the Bonds in the aggregate principal amount of such issue and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York banking law, a "banking organization" within the meaning of the New York banking law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Bonds on DTC's records. The ownership interest of each actual

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purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices are to be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Paying Agent as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the City or Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, nor its nominee, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent; disbursement of

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such payments to Direct Participants will be the responsibility of DTC; and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Bonds mean Cede & Co. and not the Beneficial Owners of the Bonds.

THE CITY, THE PAYING AGENT AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE CITY, THE PAYING AGENT NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Bond Resolution a Contract

In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, the Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made in the Bond Resolution and the covenants and agreements made and set forth in the Bond Resolution to be performed on behalf of the City for the

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benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

PLAN OF REFUNDING

The proceeds of the Bonds will be used to fund (i) the Refunding Project; and (ii) the costs of issuance for the Bonds. The refunding of the Refunded Bonds will result in an overall net present value savings to maturity to the City of at least two percent (2%) of the Refunded Bonds being refunded, as required by the Act.

The proceeds of the Bonds used for the Refunding Project will be utilized as follows:

- 1) A portion of the Bond proceeds representing the Escrow 2005 Requirement will be remitted directly to the Escrow Agent by the Underwriter, at the direction of the City, on the date of closing for the Bonds for further deposit by the Escrow Agent to the Escrow 2005 Fund under the Escrow Agreement. The Escrow Agent shall invest such proceeds in United States Government Securities and/or United States Treasury Securities - State and Local Government Series (the "Escrow 2005 Securities"), maturing in amounts and bearing interest at rates sufficient (a) to pay, when due, the interest accruing and due on the Refunded 2005 Bonds from the date of closing for the Bonds through and including December 1, 2015, and (b) to pay the principal of the Callable 2005 Bonds being redeemed on December 1, 2015, representing the redemption price of par on such date (see "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein). The Escrow 2005 Fund, including the investment income thereon, is irrevocably pledged in the Escrow Agreement solely for the benefit of the holders of the Refunded 2005 Bonds. The Escrow Agent will hold and administer the Escrow 2005 Fund and will apply the maturing principal of and interest on the Escrow 2005 Securities to payments of principal of and interest on the Refunded 2005 Bonds as and when such amounts become due. Pursuant to the Escrow Agreement, the owners of the Refunded 2005 Bonds will be entitled to a preferred claim and first lien upon the Escrow 2005 Securities, the proceeds thereof and all other assets of the Escrow 2005 Fund. The amounts received by the Escrow Agent will not be considered as banking deposits by the City. The amounts received by the Escrow Agent under the Escrow Agreement will not be subject to warrants, drafts or checks drawn by the City, or except to the extent expressly provided in the Escrow Agreement, be a place of payment for the Refunded 2005 Bonds.
- 2) A portion of the Bond proceeds representing the Escrow 2007 Requirement will be remitted directly to the Escrow Agent by the Underwriter, at the direction of the City, on the date of closing for the Bonds for further deposit by the Escrow Agent to the Escrow 2007 Fund under the Escrow Agreement. The Escrow Agent shall invest such proceeds in United States Government Securities and/or United States Treasury Securities - State and Local Government Series (the "Escrow Securities"), maturing in amounts and bearing interest at rates sufficient (a) to pay, when due, the interest accruing and due on the Refunded 2007 Bonds from the date of closing for the Bonds through and including July 1, 2017, and (b) to pay the principal of the Callable 2007 Bonds being redeemed on July 1, 2017, representing the redemption price of par on such date (see "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein). The Escrow 2007 Fund, including the investment income thereon, is irrevocably pledged in the Escrow Agreement solely for the benefit of the holders of the Refunded 2007 Bonds. The Escrow Agent will hold and administer the Escrow 2007 Fund and will apply the maturing principal of and interest on the Escrow 2007 Securities to payments of principal of and interest on the Refunded 2007 Bonds as and when such amounts

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become due. Pursuant to the Escrow Agreement, the owners of the Refunded 2007 Bonds will be entitled to a preferred claim and first lien upon the Escrow 2007 Securities, the proceeds thereof and all other assets of the Escrow 2007 Fund. The amounts received by the Escrow Agent will not be considered as banking deposits by the City. The amounts received by the Escrow Agent under the Escrow Agreement will not be subject to warrants, drafts or checks drawn by the City, or except to the extent expressly provided in the Escrow Agreement, be a place of payment for the Refunded 2007 Bonds.

- 3) A portion of the Bond proceeds will be remitted directly to the Escrow Agent by the Underwriter, at the direction of the City, on the date of closing for the Bonds for further deposit by the Escrow Agent into the 2015 Cost of Issuance Fund, which proceeds should be used by the Escrow Agent, upon receipt of written direction by the Mayor or Clerk to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds.

The 2005 Bonds were issued for the purpose of providing funds to pay for the cost of constructing and equipping a public library and for purchasing land, equipment and books therefor; erecting and extending waterworks, gas, electric and other public distribution systems; constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and purchasing land therefor; repairing and improving municipal buildings; and other related improvements within the City.

The 2007 Bonds were issued for the purpose of providing funds to pay for the cost of purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning same; and other related improvements within the City.

RATING

Standard & Poor's Ratings Group has assigned a rating of "___" to the Bonds. Information on the rating may be obtained from the Clerk. Such rating reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Bonds. Such rating is not a recommendation to buy, sell or hold the Bonds.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The arithmetical accuracy of certain computations included in the schedules provided by the Underwriter, on behalf of the City, relating to (a) computation of forecasted receipts of principal and interest on the Escrow 2005 Securities and the Escrow 2007 Securities and the forecasted payments of principal and interest to redeem the Refunded 2005 Bonds and the Refunded 2007 Bonds, respectively, and (b) computation of the yields on the Bonds and the Escrow 2005 Securities and the Escrow 2007 Securities were examined by The Arbitrage Group, Inc., certified public accountants (the "Verification Agent"). Such computations were based solely on assumptions and information supplied by the Underwriter, on behalf of the City. The Verification Agent has restricted its procedures to examining the arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions, or the achievability of the forecasted outcome.

Minutes, City of Southaven, Southaven, Mississippi

UNDERWRITING

The Bonds are being purchased for reoffering by Raymond James & Associates, Inc., Memphis, Tennessee (the "Underwriter"), at a purchase price of \$_____ (\$_____ par amount of Bonds, plus/[less] a net original issue premium/[discount], less \$_____ for an Underwriter's discount). The Bond Purchase Agreement pursuant to which the Underwriter expects to purchase the Bonds provides that the Underwriter will purchase all the Bonds if any are purchased. The obligation of the Underwriter to accept delivery of the Bonds is subject to various conditions stated in such Bond Purchase Agreement.

The Underwriter may offer and sell the Bonds to other dealers and other purchasers at prices lower than the public offering prices stated on the cover page hereof. The initial public offering prices may be changed from time to time by the Underwriter.

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met subsequent to delivery of the Bonds in order that the interest on the Bonds not be includable in gross income of the registered owners for federal income tax purposes under Section 103 of the Code. The certificate as to non-arbitrage and other tax matters of the City, which will be delivered concurrently with the delivery of the Bonds, will contain provisions and procedures relating to compliance with such requirements of the Code. The City agrees, covenants and represents in the Bond Resolution that it will not make any use of the gross proceeds of the Bonds or amount that may be treated as proceeds of the Bonds or do or take or omit to take any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Except as expressly stated in the following two paragraphs of this section, Bond Counsel will express no opinion as to any federal or state consequences of the ownership of, receipt of interest on, or disposition of the Bonds.

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, under existing law, interest on the Bonds is excludable in gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Code, and interest on the Bonds is not treated as a preference item in calculating the alternative minimum tax that may be imposed on individuals and corporations. Such interest, however, is includable in the "adjusted current earnings" of certain corporations for purposes of computing the alternative minimum tax (see "Certain Federal Tax Information - Alternative Minimum Tax"). In rendering the foregoing opinion, Bond Counsel has assumed the compliance by the City with the tax covenants and representations in the Bond Resolution and the representations in the certificate as to non-arbitrage and other tax matters. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Bonds becoming subject to federal income tax from the date of issue. For federal tax information, see "Certain Federal Tax Information" herein.

Minutes, City of Southaven, Southaven, Mississippi

Under existing law, Bond Counsel is of the opinion that, interest on the Bonds is exempt from all present income taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi.

Certain Federal Tax Information

General. The following discussion of certain federal income tax matters is a summary of possible collateral tax consequences. It does not purport to deal with all aspects of federal taxation that may be relevant to particular registered owners. Further, the following discussion should not be construed as expressing an opinion of Bond Counsel as to any such matters, not specifically addressed in their opinion. **Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences in certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel does not express any opinion regarding such collateral tax consequences. Prospective purchasers of the Bonds should consult their tax advisors regarding collateral federal income tax consequences.**

Alternative Minimum Tax. The Code imposes an alternative minimum tax with respect to individuals and corporations on alternative minimum taxable income. A twenty percent (20%) alternative corporate minimum tax is imposed on corporations (other than S corporations, regulated investment companies, real estate investment trusts or real estate mortgage investment conduits, as such terms are defined in the Code). Interest on the Bonds is not treated as a preference item in calculating alternative minimum taxable income. The Code provides, however, that the corporation's alternative minimum taxable income is increased by 75 percent of the excess (if any) of (i) the "adjusted current earnings" of a corporation over (ii) its alternative minimum taxable income (determined without regard to this adjustment and the alternative tax net operating loss deduction). Interest on tax-exempt obligations, including the interest on the Bonds, would generally be included in computing a corporation's "adjusted current earnings." Accordingly, a portion of any interest on the Bonds received or accrued by a corporate registered owner will be included in computing such corporation's alternative minimum taxable income for such year.

Financial Institutions. Section 265(b)(1) of the Code provides that certain financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 (other than "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code).

The City has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B) of the Code, and in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), eighty percent (80%) of the interest expense deemed incurred such financial institutions to purchase or to carry "qualified tax-exempt obligations" is deductible.

Changes in Federal and State Tax Laws

From time to time, there are legislative proposals introduced and regulatory actions proposed or announced at the federal or state level that, if enacted, could alter or amend directly or indirectly relevant federal and state tax matters, including, without limitation, those mentioned hereinabove or could adversely affect the market value of the Bonds. It cannot be predicted whether or when or in what form any such legislative or regulatory proposal might be enacted or implemented or whether if enacted or

Minutes, City of Southaven, Southaven, Mississippi

implemented it would apply to tax exempt obligations issued prior to enactment or implementation. In addition, from time to time litigation is threatened or commenced which, if concluded in a particular manner, could adversely affect relevant tax matters or the market value of the Bonds. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT

The Bonds maturing on December 1 in the years _____ through _____ (the "Discount Bonds") are being offered and sold to the public at an original issue discount ("OID") from the amounts payable at maturity thereon. OID is the excess of the stated redemption price of a bond at maturity (the face amount) over the "issue price" of such bond. The issue price is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of bonds of the same maturity are sold pursuant to that initial offering. For federal income tax purposes, OID on bond will accrue over the term of the bond, and for the Discount Bonds, the amount of accretion will be based on a single rate of interest, compounded semiannually (the "yield to maturity"). The amount of OID that accrues to an owner of a Discount Bond during any accrual period generally equals (i) the issue price of such Discount Bond plus the amount of OID accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such Discount Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (iii) any interest payable on such Discount Bond during such accrual period. The amount of OID so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in such Discount Bond.

Holders of Discount Bonds should consult their own tax advisors as to the treatment of OID and the tax consequences of the purchase of such Discount Bonds other than at the issue price during the initial public offering and as to the treatment of OID for state tax purposes.

TAX TREATMENT OF ORIGINAL ISSUE PREMIUM

The Bonds maturing on December 1 in the years _____ through _____ (the "Premium Bonds") have an issue price that is greater than the amount payable at maturity of such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the Premium Bond's yield to maturity. As premium is amortized, the purchaser's basis in such Premium Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to such purchaser. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any Premium Bond, whether at the time of initial issuance or subsequent thereto, should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes, and with respect to state and local tax consequences of owning such Premium Bonds.

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CONTINUING DISCLOSURE

The City has covenanted for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City within twelve months after the end of each fiscal year of the City ending in or after September 30, 2015 (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at <http://emma.msrb.org> ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") pursuant to SEC Rule 15c2-12(b)(5) (the "Rule"), and with (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in APPENDIX E to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule.

There have been instances in the last five years in which the City has failed to file certain annual financial information as required by its prior continuing disclosure undertakings. The City adopted policies and procedures on November 4, 2014 (the "Policy") to ensure timely filing of its annual financial information. Pursuant to the Policy, a staff designee of the City will appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and/or the staff designee will be responsible for submitting the information required under the Policy. The City has hired a dissemination agent to file the City's required annual report.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities

No securities of the City have been in default as to principal or interest payments or in any other material respect at any time in at least the last 25 years. No principal or interest on any obligation of the City is past due.

No Bond Proceeds for Current Operating Expenses

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current Fiscal Year) have been used for current operating expenses at any time in at least the last ten years.

Pension Plan

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System ("PERS"). The Governmental Accounting Standards Board ("GASB") approved two (2) new standards on June 25, 2012 that will substantially improve the accounting and financial reporting of public employee pensions by state and local governments, including the State. Statement No. 67, Financial Reporting for Pension Plans, revises existing guidance for the financial reports of most pension plans. Statement No. 68, Accounting and Financial Reporting for Pensions as amended by Statement No. 71, revises and establishes new financial reporting requirements for most governments that provide their employees with pension benefits.

Minutes, City of Southaven, Southaven, Mississippi

The Provisions in Statement No. 67 are effective for financial statements for period beginning after June 15, 2013. The provisions in Statement No. 68 and Statement No. 71 are effective for fiscal years beginning after June 15, 2014. PERS is compliant with Statement No. 67 and is making plans to fully comply with Statements No. 68 and No. 71.

Legal Proceedings

There are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the registered owners of the Bonds.

Validation

Prior to issuance, the Bonds may be validated before the Chancery Court of DeSoto County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

Approval of Legal Proceedings

All legal matters in connection with the authorization and issuance of the Bonds are subject to the final approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. The form of the opinion of Bond Counsel is attached hereto as APPENDIX F and will be available in final form at the time of delivery of the Bonds. No representation is made to the Registered Owners of the Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in the Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Bonds except for the matters set forth in such opinion.

Bankruptcy

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code").¹ Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may *only* file for relief pursuant to Chapter 9 of the Bankruptcy Code ("Chapter 9"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a municipality may file a petition under Chapter 9 of the Bankruptcy Code, a municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State of Mississippi (the "State") may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a State Municipality, including the City, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all

Section 101(40) of the Bankruptcy Code provides that "[t]he term "municipality" means political subdivision or public agency or instrumentality of a state." 11 U.S.C. § 101(40).

Minutes, City of Southaven, Southaven, Mississippi

years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses during the annual session of the State Legislature to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

Miscellaneous

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Preliminary Official Statement, dated _____, 2015, has been "deemed final" as of such date by the City with permitted omissions, subject to change without notice and to completion or modification in a final Official Statement (the "Official Statement"). The City will make available to the Underwriter a reasonable number of Official Statements within seven (7) business days (excluding Saturdays, Sundays and national holidays) of the award of the Bonds. The Underwriter shall conform to the requirements of SEC Rule 15c2-12, including an obligation, if any, to update the Official Statement and shall bear all costs relating thereto. During the period from the delivery of the Official Statement to and including the date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as described below) the City shall notify the Underwriter if any event of which it has knowledge shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The Underwriter has agreed to file the Official Statement with a Repository at the earliest practicable date after the date of delivery of the Bonds. The end of the underwriting period shall mean the earlier of (a) the date of the closing unless the City has been notified in writing to the contrary by the representative of the Underwriter on or prior to such date, or (b) the date on which the "end of the underwriting period" for the Bonds has occurred under SEC Rule 15c2-12. The Underwriter has agreed to notify the City of the date which is the "end of the underwriting period" within the meaning of the SEC Rule 15c2-12.

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
MAYOR

CITY CLERK

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APPENDIX A INFORMATION ON THE CITY

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

Southaven, Mississippi is located in the north central part of DeSoto County (the "County"), which lies just south of the Tennessee border and east of the Mississippi River and Tunica County, Mississippi. The City is approximately five miles south of Memphis, Tennessee, and 200 miles northeast of Jackson, Mississippi, the state capital.

Southaven began as a part of Whitehaven, Tennessee, which was then an unincorporated suburb of Memphis. Whitehaven was annexed by Memphis, and the Mississippi portion of the suburb was incorporated in 1980. Since then, the City has doubled its land area, and its population has nearly tripled. It is one of the fastest growing cities in the southeast United States. Industries have been attracted to the area by the healthy economic environment and by the availability of a qualified labor force. These factors have helped make the City the business hub of DeSoto County; one of the highest grossing Wal-Mart stores in the entire chain is located in the City, as is the nation's largest Sam's Wholesale Club. The nation's largest youth baseball complex, Snowden Grove Park, was completed in 2000 and attracts over 200,000 players and over 500,000 spectators to the area each year.

Population

The population of the City has been recorded or estimated as follows:

1980	1990	2000	2010	2013
16,441	17,949	28,977	48,982	50,997

SOURCE: Census Data information at website: www.census.gov; February 2015.

Government

The Governing Body of the City is comprised of the Mayor and a seven-member Board of Aldermen, in whom the City's legislative powers are vested. The Mayor has the superintending control of all offices and affairs of the City and has the duty to see that the laws and ordinances of the City are executed. The Mayor and one of the Aldermen are elected at large; the other Aldermen are each elected from one of the City's six wards. All are elected for concurrent four year terms, and are not limited in the number of terms they may serve.

Minutes, City of Southaven, Southaven, Mississippi

The members of the Governing Body are:

Name	Position	Current Position Held Since
Darren Musselwhite	Full-time Mayor	June, 2013
Kristian Kelly	Alderman	June, 2013
Shirley Beshears	Alderman	June, 2013
George Payne	Alderman	June, 2013
Joel Gallagher	Alderman	June, 2013
Scott Ferguson	Alderman	June, 2013
Raymond Flores	Alderman	June, 2013
William Brooks	Alderman – At - Large	June, 2013

Transportation

Highways: Interstate Highway 55 provides a four-lane north/south corridor and is being upgraded to eight or 10 lanes from Stateline Road in the City to the City of Hernando. U.S. Highway 51 also runs north/south through the City. U.S. Highways 61 and 78 traverse other parts of the County. State Highways 301 and 302 and a number of county roads provide access to outlying areas.

Railroad: BNSF Railway and Canadian National-Illinois Central Railroad serve as the County's rail lines. All six Class I rail systems serve Memphis, Tennessee and all have intermodal yards in the metro area.

Air Service: The nearest commercial airport is Memphis International Airport, served by nine major airlines and three commuter airlines, with more than 300 daily passenger flights. Memphis is also the number one cargo hub in the world – home to the FedEx Super Hub, a major UPS hub and an RPS sort facility.

Waterways: The nearest port is the Port of Memphis, which has a channel depth of nine feet and is located 12 miles away on the Mississippi River, in Shelby County, Tennessee. It is the fourth-largest inland port in the U.S. and ranks first in the nation in foreign import tonnage. More than 30 international freight forwarders operate in Memphis.

Motor Freight Carriers: The County is home to 195 truck terminals and several companies have hubs in the area, as the City lies within the Memphis commercial delivery zone.

Minutes, City of Southaven, Southaven, Mississippi

County Employment

	2013	2012	2011	2010	2009
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	79,060	80,870	80,360	78,640	77,630
II. Unemployed	4,970	5,560	6,360	6,180	5,480
Rate	6.3	6.9	7.9	7.9	7.1
III. Employed	74,090	75,310	74,000	72,460	72,150
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	4,120	4,020	3,820	3,550	4,320
II. Non-manufacturing	46,520	45,590	43,650	42,910	41,360
A. Agriculture, Forestry, Fishing & Hunting	100	90	80	90	70
B. Mining	50	40	30	30	30
C. Utilities	150	150	160	90	90
D. Construction	1,720	1,700	1,680	1,920	2,130
E. Wholesale Trade	3,490	3,650	3,510	3,290	3,220
F. Retail Trade	7,750	7,570	7,440	7,260	7,240
G. Transportation & Warehousing	6,360	6,110	5,660	5,410	4,560
H. Information	250	260	190	190	230
I. Finance & Insurance	920	910	910	960	980
J. Real Estate, Rental & Leasing	450	530	560	600	660
K. Prof., Scientific & Technical Service	840	840	860	910	910
L. Management of Companies & Entertainment	40	20	10	10	20
M. Administrative Support & Waste Management	3,800	3,830	3,440	3,220	2,670
N. Educational Services	250	230	200	230	170
O. Health Care & Social Assistance	5,680	5,430	5,050	4,880	4,710
P. Arts, Entertainment & Recreation	690	630	640	600	570
Q. Accommodation & Food Service	6,480	6,370	6,170	6,060	5,930
R. Other Services (except Public Administration)	940	920	890	880	850
S. Government	6,560	6,310	6,170	6,280	6,320
Education	4,010	3,760	3,660	3,720	3,760
III. Total Nonagricultural Employment	50,640	49,610	47,470	46,460	45,680

SOURCE: Mississippi Department of Employment Security: Annual Averages: Labor Force and Establishment Based Employment 2001-2010 and 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov, January 2015.

Minutes, City of Southaven, Southaven, Mississippi

Per Capita Income

Year	County	Mississippi	United States	County as % Of U.S.
2013	\$35,374	\$33,913	\$44,765	79%
2012	35,037	33,446	44,200	79
2011	33,515	32,108	42,332	79
2010	31,700	30,834	40,144	79
2009	31,367	30,278	39,379	80

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2009-2013; January 2015.

Minutes, City of Southaven, Southaven, Mississippi

Major Employers

The following is a partial listing of major employers in the County, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
DeSoto County School District	3,577	Education
Baptist Memorial Hospital	1,500	Healthcare
Dizzy Dean Baseball, Inc.	1,000	Sports and recreation club
Williams-Sonoma	600	Distribution
Wal-Mart	500	Department store
District Transportation & Sec.	500	Transportation
Quebecor Printing	450	Printers
Fed Ex Ground	433	Package sorting hub
Associated Wholesale Grocers	350	Grocers-wholesale
Parts Distribution	350	General freight trucking
Landau Uniforms	330	Uniform manufacturer
Future Electronics	315	Electronic equipment & supplies
City of Southaven	375	City Government
DeSoto County Civic Center	300	Convention and meeting center
Siemens Industry, Inc.	300	Computer-based building management systems
Kawneer Co. Inc.	300	Aluminum extruded products
Thomas & Betts Corp.	300	Lighting Fixtures-wholesale

SOURCE: Mississippi Development Authority; January 2015².

² MDA's employment figures are as of August, 2014.

Minutes, City of Southaven, Southaven, Mississippi

Retail Sales for the City

State Fiscal Year Ended June 30	Amount
2013	\$1,030,920,889
2012	1,026,750,166
2011	957,901,876
2010	910,561,229
2009	950,312,117

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue website: www.dor.ms.gov; January 2015.

Educational Facilities

The City schools are part of the DeSoto County School District, which is the largest and fastest growing school district in the State. Its Gifted Instructional Program also has the largest enrollment of any such program in the State. The School District operates 24 elementary and intermediate schools, 8 middle schools, and 8 high schools, in addition to a vocational complex and an alternative center. The County is credited with having one of the best technical preparatory programs in the State. Also, thanks to the State's Computers in the Classroom initiative, every classroom in the School District is equipped with computers and internet accessibility, as well as opportunities for distance learning. The high schools are all on block scheduling, which allows more advanced students to complete higher level courses and to earn college credits through dual enrollment and offers remediation to students who are experiencing difficulties. All schools are accredited by the Southern Association of Colleges and Schools and by the State, and about 87% of the County's high school graduates attend college. Total enrollment for the School District for the 2013-2014 scholastic year and for preceding years is as follows:

Scholastic Year	Enrollment
2014-2015	33,871
2013-2014	33,054
2012-2013	32,759
2011-2012	32,311
2010-2011	31,916

SOURCE: Office of Research and Statistics, Mississippi Department of Education's website: <http://reports.mde.k12.ms.us/data/>; January 2015.

Minutes, City of Southaven, Southaven, Mississippi

Banking Institutions

Institutions	2013 Total Assets
BancorpSouth ³	\$13,063,852,000
BankPlus ⁴	2,422,310,000
The Citizens National Bank of Meridian ⁵	1,084,748,000
Community Bank, North Mississippi ⁶	471,375,000
Covenant Bank ⁷	226,402,000
Desoto County Bank ⁸	81,801,000
First Security Bank ⁹	491,770,000
First Tennessee Bank NA ¹⁰	23,766,689,000
Regions Bank ¹¹	118,289,749,000
Renasant Bank ¹²	5,736,440,000
SunTrust Bank ¹³	182,555,481,000
Sycamore Bank ¹⁴	194,575,000
Trustmark National Bank ¹⁵	12,093,553,000
Wells Fargo Bank, National Association ¹⁶	1,482,815,000,000

SOURCE: Mississippi Bank Directory, Mississippi Bankers Association, obtained from 2013 edition; Assets as of June 30, 2012 unless otherwise stated.

³ Head office in Tupelo, Mississippi. Assets as of 9/30/2014; obtained from Bank's 2013 Annual Report..

⁴ Head office in Ridgeland, Mississippi.

⁵ Head office in Meridian, Mississippi.

⁶ Head office in Amory, Mississippi.

⁷ Head office in Clarksdale, Mississippi.

⁸ Head office in Horn Lake, Mississippi.

⁹ Head office in Batesville, Mississippi.

¹⁰ Head office in Memphis, Tennessee, assets as of 9/30/2014, obtained from Bank's 2013 Annual Report.

¹¹ Head office in Birmingham, Alabama, assets as of 9/30/13, obtained from Bank's website.

¹² Head office in Tupelo, Mississippi, assets as of 9/30/2014, obtained from Bank's 2013 Annual Report.

Renasant completed its merger with M&F Bank on 9/1/2013.

¹³ Head office in Atlanta, Georgia, assets as of 12/31/12, obtained from Bank's 2012 Annual Report.

¹⁴ Head office in Senatobia, Mississippi.

¹⁵ Head office in Jackson, Mississippi. Assets as of 9/30/2014; obtained from Bank's 2013 Annual Report

¹⁶ Head office in Sioux Falls, South Dakota, assets as of 9/30/13, obtained from Bank's 2013 Quarterly Report.

Minutes, City of Southaven, Southaven, Mississippi

TAX INFORMATION

Assessed Valuation

Assessment Year	Real Property	Personal Property ¹⁷	Public Utility Property	Total
2014	\$334,543,549	\$113,917,020	\$12,112,019	\$460,572,588 ¹⁸
2013 ¹⁹	321,984,668	187,516,635	11,863,604	521,364,907
2012	347,692,132	173,432,380	10,822,106	531,946,618
2011	347,139,528	163,571,760	9,685,865	520,397,153
2010	341,298,918	105,219,105	8,749,749	446,518,023 ²⁰

SOURCE: Office of the County Tax Assessor.

Procedure for Property Assessments

The Tax Assessor of DeSoto County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the State Tax Commission.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a countywide reappraisal approved by the State Tax Commission and which has been furnished a true copy of that part of the County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Procedure for Tax Collections

Ad valorem taxes on real, personal and utility property are due on February 1 of each year. A penalty in the amount of one percent (1%) per month is levied against all delinquent ad valorem taxes. In

¹⁷ Personal Property includes automobiles, other motor vehicles and mobile homes.

¹⁸ The decrease in assessed value is primarily due to the reclassification of a property, a power plant located in the City that was purchased by Tennessee Valley Authority ("TVA"). The property was reclassified and therefore the City's total assessed value decreased; however, TVA is making monthly payments in lieu of taxes in which the total is close to the amount the previous company was paying in taxes.

¹⁹ Decrease in assessed value due to reappraisal.

²⁰ Decrease is the result of fewer automobile purchases and a decrease in public utility property value.

Minutes, City of Southaven, Southaven, Mississippi

the event the taxes are not paid by August 5, the property is sold for taxes on the last Monday in August and upon the sale of any property for failure to pay ad valorem taxes, the owner has two years from the date of sale in which to redeem the property. Ad valorem taxes for motor vehicles (license plates) are due one year from the first day of the month in which the tag is acquired. A onetime late penalty in the amount of 25% of the amount of the taxes due is levied in the event the license plate is not acquired in the month in which it expires. Ad valorem receipts for motor vehicles are collected on a monthly basis.

The Mayor and Board of Aldermen, acting for and on behalf of the City, are required under the Act and the Bond Resolution to annually levy a special tax upon all taxable property within the City sufficient to provide for the payment of the principal of and the interest on the Bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of 1% per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 27-41-55, Mississippi Code of 1972, as amended, and related statutes provide that after the fifteenth day of February or the fifth day of August in each year, the tax collector for each County shall advertise all lands in a City on which all taxes due and in arrears have not been paid, as well as all land liable for other matured taxes, for sales on the first Monday in April or the last Monday of August following, as the case may be. DeSoto County conducts its tax sales during the month of August.

History of Assessed Valuation

The State has undertaken substantial revision of its property taxation since 1980. In that year the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So. 2d 712, in which the State Tax Commission was enjoined from approving assessment rolls from any county in the state for the tax year 1983 unless the Tax Commission equalized the assessment rolls of all counties. While the appeal of that case was pending in the Mississippi Supreme Court, the Legislature passed Senate Bill No. 2672, Regular Session 1980, which is codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972, as amended, which ordered a state-wide reappraisal of property and required appraisal at true value and assessment in proportion to true value. DeSoto County has completed reappraisal.

On June 3, 1986, the voters of the State of Mississippi approved an amendment to Section 112 of the Mississippi Constitution which established certain classes of property and related assessment ratios for property taxation purposes. Formerly there were four classes of property and no assessment ratio of one class could be more than double the assessment ratio of each of the other classes of property. The amendment sets forth five classes of property and provides that the assessment ratio of one class of property must not be more than three times the assessment ratio of each of the other classes of property.

- | | |
|-----------|---|
| CLASS I | Single-family, owner-occupied, residential real property – ten percent (10%) of true value; |
| CLASS II | All real property except that of public utilities and single-family, owner-occupied property - fifteen percent (15%) of true value; |
| CLASS III | All personal property except motor vehicles and personal property of public utilities - fifteen percent (15%) of true value; |
| CLASS IV | All public utility property - thirty percent (30%) of true value; and |

Minutes, City of Southaven, Southaven, Mississippi

CLASS V Motor vehicles - thirty percent (30%) of true value.

The entire State has completed its reappraisal, and all property in the City is now appraised at true value. Assessments for the years 1986 and thereafter, for taxes payable in the years 1987 and thereafter, have been and will continue to be based on the assessment ratios set forth in the constitutional amendment and legislation related thereto.

Sections 27-35-15, *et seq.*, Mississippi Code of 1972, as amended, require county tax assessors to annually appraise all personal property subject to taxation and describe how the assessors are to obtain and maintain property lists and how to value the property. Section 27-35-50 of the Mississippi Code also requires determination of true value of all real property annually, and the Mississippi State Tax Commission is given power to establish rules to facilitate implementation of appraisal and assessment.

Rule 6 of the Commission's Property Tax Bureau set the tax roll year 1997 as a year of developing and adopting standards and minimum requirements for maintenance of property appraisal. Each county was to prepare a base property sales file and establish an update cycle of no more than four years, during which 100% of the tax parcels would be physically observed and notated on the county's property records. The Tax Commission has statutory authority to monitor each county's progress and to assure that each county's assessment records comply with acceptable standards.

DeSoto County has opted for the four-year cycle, established its base real and personal property sales files, and is in the midst of its second cycle of physically observing and notating all tax parcels.

Homestead Exemption

The Homestead Exemption Law of 1946, as amended, reduces the local tax burden on certain homes and provides partial replacement of the tax loss by revenues from other sources of taxation on the state level. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied to pay the Bonds, except as hereinafter noted.

Those homeowners who qualify for homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military services, and those classified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value. The tax loss resulting to the City from homestead exemptions is reimbursed by the State Tax Commission. However, in any year the City will not be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to the City in the previous year nor may any exemption exceed \$200.00 per qualified applicant.

Minutes, City of Southaven, Southaven, Mississippi

Tax Levy per \$1000 Valuation*

(Year in Which Taxes Levied)

	2014	2013	2012	2011	2010
General Purpose	27.67	22.36	23.12	20.38	20.38
General Obligation Bond & Int. Sinking Fund	16.06	15.37	14.61	16.60	16.60
Library	0.00	0.00	0.00	0.75	0.75
Sanitation	6.00	6.00	6.00	6.00	6.00
Total	43.73	43.73	43.73	43.73	43.73

*Tax Levy is shown in mills.

SOURCE: Office of the City Administrator, January 2015.

Minutes, City of Southaven, Southaven, Mississippi

DEBT INFORMATION

Legal Debt Limit Statement

(as of February 2015)

	15% Debt	20% Debt
Authorized Debt Limit (Last Completed Assessment for Taxation (\$460,572,588))	\$69,085,888	\$92,114,517
Present Debt Subject to Debt Limits ²¹	36,705,000	39,230,000
Margin for Further Debt Under Debt Limits	\$32,380,888	\$52,884,517
Less this Offering		
Margin for Further Debt After Issuance of Bonds		

General Statutory Debt Limits Provisions

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed 15 percent of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation. In computing general obligation bonded indebtedness for purposes of such 15 percent limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefitted, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefitted.

However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds 20 percent of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

²¹ Does not include Refunded Bonds.

Minutes, City of Southaven, Southaven, Mississippi

Outstanding General Obligation Bonded Debt

(as of February 2015)

Issue	Date of Issue	Original Principal	Outstanding Principal
Public Improvement Bonds	12/01/04	\$4,500,000	\$210,000
Public Improvement Bonds ²²	12/01/05	4,500,000	3,170,000
Public Improvement Bonds ²³	07/01/07	6,000,000	4,460,000
Public Improvement Bonds	07/01/08	4,000,000	3,155,000
G.O. Refunding Bonds	04/16/09	6,665,000	4,470,000
G. O. Bonds	02/26/10	6,000,000	5,180,000
G.O. Refunding Bonds	04/15/10	3,595,000	2,195,000
G.O. Refunding Bonds	11/30/10	3,225,000	2,615,000
G.O. Refunding Bonds	02/17/11	3,505,000	2,620,000
G.O. W&S Refunding Bonds ²⁴	10/31/12	2,735,000	2,525,000
G.O. Refunding Bonds, 2012A	10/31/12	3,015,000	2,920,000
G.O. Bonds	11/29/12	2,875,000	2,615,000
G.O. Bonds, Series 2013A	12/1/13	6,565,000	6,565,000
Taxable GO Bonds, Series 2013B	1/31/14	2,930,000	2,930,000
Total			\$45,630,000

SOURCE: Office of the City Administrator, January 2014.

²² A portion in the amount of \$2,755,000 to be refunded by the Bonds.

²³ A portion in the amount of \$3,645,000 to be refunded by the Bonds.

²⁴ Subject only to 20% limitation.

Minutes, City of Southaven, Southaven, Mississippi

Additional Bonded Debt (not subject to Debt Limits)

(as of February 2015)

Issue	Date of Issue	Original Principal	Outstanding Principal
Water & Sewer	08/01/07	5,400,000	\$4,045,000
Total			\$4,045,000

Other Long-Term Debt

(as of February 2015)

Issue	Date of Issue	Outstanding Principal
Mississippi Development Bank Loan ²⁵	03/01/06	7,190,000
Mississippi Development Bank Loan ²⁶	02/01/09	5,315,000
Mississippi Development Bank Loan	03/31/14	7,945,000
Total		\$20,450,000

SOURCE: Office of the City Administrator.

Other Outstanding Debt

The City also has outstanding tax increment limited obligation bonds, secured solely by the tax revenue received from the projects, which are subject to neither the 15 nor 20 percent debt limitations, pursuant to Section 21-45-9, Mississippi Code of 1972.

The City also has outstanding notes, which are not subject to the 15 nor 20 per cent debt limitation.

The City entered into a promissory note with BancorpSouth Bank on February 1, 2005 for the purposes of purchasing land for parks, improving, equipping and adorning the same, and purchasing buildings to be used as a park and recreational facility. The City is in the process of issuing Taxable General Obligation Refunding Bonds to prepay the outstanding note this year.

²⁵ The City borrowed \$9,000,000 from the Bank on March 1, 2006 for improvements in the water and sewer systems. The loan is secured by revenues of the City derived from the operation of the water and sewer system. The bonds and the interest thereon are limited obligations of the City and do not constitute or give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

²⁶ The City borrowed \$6,500,000 from the Bank on February 1, 2009 for improvements in the water and sewer systems. The loan is secured by revenues of the City derived from the operation of the water and sewer system. The bonds and the interest thereon are limited obligations of the City and do not constitute or give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

Minutes, City of Southaven, Southaven, Mississippi

Annual Debt Service Requirements

General Obligation Bonds ²⁷			
FY Ending September 30	Existing Debt		
	Principal	Interest	Total
2015	\$3,545,000.00	\$1,695,127.07	\$5,240,127.07
2016	3,680,000.00	1,317,970.29	4,997,970.29
2017	3,810,000.00	1,206,364.29	5,016,364.29
2018	3,935,000.00	1,087,817.54	5,022,817.54
2019	4,070,000.00	962,335.04	5,032,335.04
2020	3,940,000.00	838,398.04	4,778,398.04
2021	3,485,000.00	721,564.68	4,206,564.68
2022	3,235,000.00	615,669.30	3,850,669.30
2023	2,990,000.00	519,707.67	3,509,707.67
2024	2,770,000.00	427,568.53	3,197,568.53
2025	2,590,000.00	336,742.51	2,926,742.51
2026	1,730,000.00	258,347.51	1,988,347.51
2027	1,460,000.00	197,803.13	1,657,803.13
2028	1,070,000.00	140,918.75	1,210,918.75
2029	795,000.00	103,100.00	898,100.00
2030	830,000.00	74,462.50	904,462.50
2031	405,000.00	52,237.50	457,237.50
2032	415,000.00	37,887.50	452,887.50
2033	430,000.00	23,100.00	453,100.00
2034	445,000.00	7,787.50	452,787.50
Total:	\$45,630,000.00	\$10,624,909.35	\$56,254,909.35

²⁷ Includes the Refunded Bonds.

Minutes, City of Southaven, Southaven, Mississippi

General Obligation Bonded Debt

	Fiscal Year Ended September 30				
	2014	2013	2012	2011	2010
General Obligation Bonds (09/01/98)	\$ -0-	\$ -0-	\$ 155,000	\$ 300,000	\$ 440,000
General Obligation Public Improvement Bonds (12/01/04)	210,000	415,000	3,365,000	3,550,000	3,730,000
General Obligation Public Improvement Bonds (12/01/05)	3,170,000	3,365,000	3,550,000	3,730,000	3,900,000
General Obligation Public Improvement Bonds (07/01/07)	4,460,000	4,710,000	4,950,000	5,180,000	5,390,000
General Obligation Public Improvement Bonds (07/01/08)	3,155,000	3,315,000	3,465,000	3,610,000	3,745,000
General Obligation Notes (12/01/08)	-0-	720,000	1,410,000	2,070,000	2,700,000
General Obligation Refunding Bonds (04/16/09)	4,470,000	5,080,000	5,675,000	6,250,000	6,565,000
General Obligation Bonds (02/26/10)	5,180,000	5,400,000	5,610,000	5,810,000	6,000,000
General Obligation Refunding Bonds (04/15/10)	2,195,000	2,565,000	2,925,000	3,280,000	3,595,000
General Obligation Refunding Bonds (11/30/10)	2,615,000	2,820,000	3,020,000	3,225,000	-0-
General Obligation Refunding Bonds (02/17/11)	2,620,000	2,915,000	3,195,000	3,505,000	-0-
General Obligation W&S Refunding Bonds (10/31/12)	2,525,000	2,735,000	-0-	-0-	-0-
General Obligation Refunding Bonds 2012A (10/31/12)	2,920,000	2,955,000	-0-	-0-	-0-
General Obligation Bonds (11/29/12)	2,615,000	2,875,000	-0-	-0-	-0-
General Obligation Bonds 2013A (12/19/13)	6,565,000				
General Obligation Bonds 2013B (01/13/14)	2,930,000				
Total	\$45,630,000	\$39,870,000	\$37,320,000	\$40,510,000	\$36,065,000

Minutes, City of Southaven, Southaven, Mississippi

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2014	\$45,630,000	9.91%
2013	39,870,000	7.64
2012	37,320,000	7.15
2011	40,510,000	9.07
2010	36,065,000	7.90

Overlapping General Obligation Indebtedness

(as of February 2014)

	2010 Population	Current Assessed Valuation ²⁸	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
DeSoto County	161,252	\$1,627,670,988	\$93,020,000	\$576.86

	Current Assessed Valuation	Total General Obligation Bonded Debt
DeSoto County School District	\$ _____	\$131,955,000

²⁸ 2013 Assessment Year.

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Minutes, City of Southaven, Southaven, Mississippi

APPENDIX B

BUDGET

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

ADOPTED BUDGET FOR FISCAL YEAR 2014-2015

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

APPENDIX C

AUDIT

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

**FINANCIAL STATEMENT FOR FISCAL YEAR ENDED
SEPTEMBER 30, 2013**

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

APPENDIX D SCHEDULE OF REFUNDED BONDS

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE OF REFUNDED 2005 BONDS

\$4,500,000
CITY OF SOUTHAVEN, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2005

DATED: DECEMBER 1, 2005

\$220,000	at	3.500%	due December 1, 2016
235,000	at	3.500	due December 1, 2017
245,000	at	3.600	due December 1, 2018
255,000	at	3.700	due December 1, 2019
270,000	at	3.750	due December 1, 2020
280,000	at	3.800	due December 1, 2021
295,000	at	3.875	due December 1, 2022
305,000	at	3.900	due December 1, 2023
320,000	at	3.900	due December 1, 2024
<u>330,000</u>	at	3.900	due December 1, 2025
\$2,755,000*			

*This figure represents the outstanding Refunded 2005 Bonds to be current refunded.

Interest Payment Dates June 1 and December 1 of each year.

Principal of Refunded 2005 Bonds maturing in years 2016 through 2025, both inclusive, are to be optionally redeemed on December 1, 2015, at par, plus accrued interest.

Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE OF REFUNDED 2007 BONDS

\$6,000,000
CITY OF SOUTHAVEN, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2007

DATED: JULY 1, 2007

\$ 295,000	at	5.000 %	due July 1, 2018
310,000	at	4.375	due July 1, 2019
325,000	at	4.500	due July 1, 2020
340,000	at	5.000	due July 1, 2021
355,000	at	4.500	due July 1, 2022
370,000	at	4.625	due July 1, 2023
385,000	at	4.625	due July 1, 2024
405,000	at	4.750	due July 1, 2025
420,000	at	4.750	due July 1, 2026
<u>440,000</u>	at	4.750	due July 1, 2027
\$3,645,000*			

*This figure represents the outstanding Refunded 2007 Bonds to be advance refunded.

Interest Payment Dates are January 1 and July 1 of each year.

Principal of Refunded 2007 Bonds maturing in years 2018 through 2027, both inclusive, are to be optionally redeemed on July 1, 2017, at par.

Minutes, City of Southaven, Southaven, Mississippi

APPENDIX E CONTINUING DISCLOSURE AGREEMENT

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Certificate (the "**Disclosure Certificate**") is executed and delivered by the City of Southaven, Mississippi (the "**Issuer**") in connection with the issuance of \$ _____ City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015, dated _____, 2015 (the "**Bonds**") of the Issuer. The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered and constitutes the written undertaking by the Issuer for the benefit of the owners, including beneficial owners, or holders of the Bonds (the "**Bondholders**"), required by Section (b)(5) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12), and is further executed and delivered in order to assist the Participating Underwriter (as defined herein) in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**").

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Resolution (the "**Bond Resolution**"), which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" means the most recent, publicly available Issuer's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State of Mississippi (the "State").

"Beneficial Owner" shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Budget" shall mean the budget for each fiscal year adopted by the Issuer.

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

"Disclosure Representative" shall mean the City Clerk of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing from time to time.

"EMMA" shall mean the internet-based portal referred to as the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board. The online address of EMMA is www.emma.msrb.org.

Minutes, City of Southaven, Southaven, Mississippi

"GAAP" shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the single centralized repository for the collection and availability of continuing disclosure documents for purpose of the Rule. The continuing disclosure documents must be provided to the MSRB in searchable portable document format (PDF) to the following:

Municipal Securities Rulemaking Board
Electronic Municipal Market Access Center
www.emma.msrb.org

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"Participating Underwriter" shall mean Raymond James & Associates, Inc., Memphis, Tennessee, the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Official Statement" shall mean the final Official Statement for the Bonds dated _____, 2015.

"Paying Agent" shall mean Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the 1934 Act, as the same may be amended from time to time.

"Securities Counsel" shall mean legal counsel expert in federal securities law.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall not later than twelve (12) months after the end of each fiscal year (the "**Report Date**"), commencing September 30, 2015, provide to the MSRB through EMMA the Annual Report, which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements and/or the Budget of the Issuer may be submitted separately from the balance of the Annual Report. If the audited financial statements are not complete by the Report Date, the Issuer will provide audited financial statement to the MSRB through EMMA, no later than sixty (60) days upon receipt of the audited financial statements.

Minutes, City of Southaven, Southaven, Mississippi

(b) The Issuer may adjust the Report Date if the Issuer changes its fiscal year (October 1 to September 30) (the "Fiscal Year") by providing written notice of the change of Fiscal Year and the new Report Date to the MSRB; provided that the new Report Date shall no more than twelve (12) months after the end of the new Fiscal Year and provided further that the period between the final Report Date relating to the former Fiscal Year and the initial Report relating to the new Fiscal Year shall not exceed one (1) year in duration.

(c) If the Issuer is unable to provide to the MSRB the Annual Report, including Audited Financial Statements by the date required in subsection (a), the Issuer shall send or cause to be sent a notice to the MSRB in substantially the form attached hereto as **Exhibit A**.

(e) In accordance with MSRB Notice 2009-04 (January 9, 2009), the filing requirements set forth in Sections 3(a) and 5 hereof shall be satisfied exclusively by submitting to EMMA the Annual Report and Listed Events described herein.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the information described below:

- (i) The Audited Financial Statements, if available,
- (ii) The accounting principles pursuant to which the Audited Financial Statements were prepared, and
- (iii) The operating and financial information set forth in **Exhibit B**, which is the substantial operating and financial information contained in the Official Statement.

The Issuer's financial statements shall be audited and prepared in accordance with GAAP with such changes as may be required from time to time in accordance with the laws of the State.

The Issuer reserves the right to cross-reference any or all such annual financial information and operating data to other documents to be provided to the MSRB.

The Issuer reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule as provided in Section 7 hereof.

Any or all of the items listed above may be included by specific reference to other documents available to the public on the MSRB's Internet Web site or filed with the Securities and Exchange Commission (the "**SEC**"). The Issuer shall clearly identify each such other document so included by reference.

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SECTION 5. Reporting of Listed Events.

(a) The Issuer covenants to provide, or cause to be provided, to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event:

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

(b) If the Issuer determines that a Listed Event has occurred, the Issuer shall promptly cause a notice of such occurrence to be filed with the MSRB, through EMMA. In connection with providing a notice of the occurrence of a Listed Event described in subsection (a)(9), the

Minutes, City of Southaven, Southaven, Mississippi

Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(c) The Issuer acknowledges that the "rating changes" referred to above in Section 5(a)(11) of this Disclosure Certificate may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(d) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Mandatory Electronic Filing with EMMA. All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at <http://www.emma.msrb.org>, as provided by the amendments to the Rule adopted by the SEC in Securities Exchange Release No. 59062 on December 5, 2008.

SECTION 7. Amendment; Waiver.

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of Section 3(a), 3(b), 3(c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature, or status of the Issuer or the type of business conducted by the Issuer;

(2) This Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the Issuer shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

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(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the Fiscal Year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in accounting principles shall be filed by the Issuer with the MSRB.

SECTION 8. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or Notice of Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or Notice of Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or Notice of Material Event.

SECTION 9. Failure to Comply. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Participating Underwriter or any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Provided, with respect to matters relating to the adequacy of the information required by the Rule, only bondholders aggregating not less than twenty-five percent (25%) of the aggregate principal amount of the Bonds outstanding may exercise remedies with respect thereto. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance. The Paying Agent shall not have any power or duty to enforce this Disclosure Certificate.

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the owners, including Beneficial Owners, or holders of the Bonds, and shall create no rights in any other person or entity.

SECTION 11. Transmission of Information and Notices. Unless otherwise required by law or this Disclosure Certificate and, in the sole determination of the Issuer, subject to technical and economic feasibility, the Issuer shall employ such methods of information and notice transmission as shall be requested or recommended by the herein designated recipients of such information and notices.

SECTION 12. Governing Law. This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of

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federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

SECTION 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the owners, including Beneficial Owners, or holders of the Bonds, and shall create no rights in any other person or entity.

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Southaven, Mississippi

Name of Bond Issue: \$____,000 City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015

Date of Issuance: _____, 2015

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated _____, 2015. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Authorized Officer

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

Name of Issuer: City of Southaven, Mississippi

Name of Bond Issue: \$____,000 City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015

Date of Issuance: _____, 2015

CUSIP Number: _____

Government

The City operates under the Mayor-Board of Aldermen form of government. The Board of Aldermen (the "Board of Aldermen") of the City consists of seven Board of Aldermen members, six of whom are elected from separate wards and one who is elected at large. The Mayor, who is elected at large, and members of the Board of Aldermen are elected for concurrent four year terms. The current Mayor and members of the Board of Aldermen whose terms expire _____, are:

Name	Occupation	Position Held Since

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TAX INFORMATION

Assessed Valuation of the City²⁹

Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto-Mobiles	Total

²⁹ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 20__ are collected starting in January, 20__ for the 20__-20__ fiscal year budget of the City.

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Tax Levy Per \$1,000 Valuation³⁰

City - General Purpose:					
Operating Millage					
Debt Millage					
Total for City:					

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

³⁰ Tax levy figures given is mills. The County levies a tax of nine cents per acre on all timbered and/or uncultivated land located in the County.

Minutes, City of Southaven, Southaven, Mississippi

Ten Largest Taxpayers

The ten largest taxpayers in the City for assessment year ____, are as follows:

Taxpayer	Assessed Valuation	Taxes Collected

Minutes, City of Southaven, Southaven, Mississippi

DEBT INFORMATION

Legal Debt Limit Statement

(as of _____)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$ _____)		
Present Debt Subject to Debt Limits		
Margin for Further Debt Under Debt Limits		

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Minutes, City of Southaven, Southaven, Mississippi

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

[FORM OF OPINION OF BOND COUNSEL]

Mayor and Board of Aldermen
City of Southaven, Mississippi

Re: \$____,000 City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015

Dear Sirs:

We have acted as bond counsel ("Bond Counsel") for the City of Southaven, Mississippi (the "City"), in connection with the issuance of the authorized aggregate principal amount \$_____ City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2015, dated _____, 2015 (the "Bonds").

The Bonds bear interest, mature and may be transferred and exchanged as set out in the Bonds and in the resolution adopted by the Mayor and Board of Aldermen of the City on March 3, 2015, authorizing their issuance (the "Bond Resolution"). The Bonds are subject to optional redemption prior to maturity as set forth in the Bond Resolution. Capitalized terms not defined herein are to be defined as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the laws of the State of Mississippi (the "State"), and with respect to the excludability of interest on the Bonds from federal and State income taxation. We have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph. We have relied on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Bonds including a certification of the City prepared pursuant to Section 1.148-2(b)(2)(i) of the United States Treasury Regulations (the "Non-Arbitrage Certificate"). We have also examined Bond No. 1 of this issue.

Based on such examination, it is our opinion that:

1. The transcript of proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the laws of the State presently in effect, and that the Bonds constitute valid and legally binding obligations of the City, payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City.

2. Under existing law, regulations and court decisions, as presently interpreted and construed, Bond Counsel is of the opinion that interest on the Bonds is exempt from all present income taxes imposed by the State and any county, municipality or other political subdivision of the State.

Minutes, City of Southaven, Southaven, Mississippi

3. Interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and interest on the Bonds is not treated as a specific item of tax preference under Section 57 of the Code in calculating the alternative minimum tax imposed by Section 55 of the Code. Such interest, however, is taken into account in determining "adjusted current earnings" of certain corporations for purposes of computing the alternative minimum tax.

The Mayor and Board of Aldermen, acting for and on behalf of the City, has covenanted in the Bond Resolution that it will not make any use of the gross proceeds of the Bonds or amount that may be treated as proceeds of the Bonds or do or take or omit to take any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue.

In rendering the foregoing opinion, Bond Counsel has assumed the continuing compliance by the City with the tax covenants and representations in the Bond Resolution and the representations in the Non-Arbitrage Certificate. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Bonds becoming subject to federal income tax from the date of issue.

Section 265(b)(1) of the Code provides that certain financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 (other than "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Code). The City has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B) of the Code, and in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), eighty percent (80%) of the interest expense deemed incurred such financial institutions to purchase or to carry "qualified tax-exempt obligations" is deductible.

Owners of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of the alternative minimum tax, the environmental tax, the branch profits tax and the tax on passive investment income of corporations, as well as the applicability and effect of any other collateral federal income tax consequences.

It is understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights heretofore or hereafter enacted and that the enforcement thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In this opinion letter issued in our capacity as Bond Counsel, we are opinion only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement or any other statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

Minutes, City of Southaven, Southaven, Mississippi

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings.

Very truly yours,

BUTLER SNOW LLP

Minutes, City of Southaven, Southaven, Mississippi

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ButlerSnow 23434331v2

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

Minutes, City of Southaven, Southaven, Mississippi

BOND PURCHASE AGREEMENT

\$____,000

CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS SERIES 2015

Dated: _____, 2015

Mayor and Board of Aldermen
City of Southaven, Mississippi

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc., Memphis, Tennessee (the "Underwriter"), acting on its own behalf and not as agent or fiduciary for you, hereby offers to enter into this agreement (the "Bond Purchase Agreement") with the City of Southaven, Mississippi (the "Issuer" or "City"), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 2:00 o'clock p. m., Central Standard Time on this date.

SECTION 1. 1. Purchase Price. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned \$____,000 General Obligation Refunding Bonds, Series 2015 of the Issuer (the "Bonds") pursuant to a resolution adopted by the Mayor and Board of Aldermen of the Issuer (the "Governing Authority") on March 3, 2015 (the "Bond Resolution") authorizing and approving the issuance and sale of the Bonds and providing the security for the Bonds. All capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Bond Resolution. The purchase price of the Bonds is set forth in **SCHEDULE I** hereto. Such purchase price shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Bonds are to be issued by the Issuer, acting through the Governing Authority, under and pursuant to the Bond Resolution. The Bonds are issued pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended from time to time, and other constitutional and statutory authority (the "Act").

The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **SCHEDULE II** attached hereto. The Underwriter, acting for and on behalf of the Issuer, will remit the proceeds of the Bonds to Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, as the escrow agent (in such capacity, the "Escrow Agent"), for deposit (a) in the Escrow 2005 Fund, which amount, together with investment income thereon, will be sufficient to provide the Escrow 2005 Requirement to effectuate the defeasance and advance refunding of the Refunded 2005 Bonds and the redemption of the Callable 2005 Bonds, all as set forth and described in the Escrow Agreement as set forth in **SCHEDULE III** attached hereto and which are described in the Bond Resolution and the Preliminary Official Statement, as hereinafter

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defined, (b) in the Escrow 2007 Fund, which amount, together with investment income thereon, will be sufficient to provide the Escrow 2007 Requirement to effectuate the defeasance and advance refunding of the Refunded 2007 Bonds and the redemption of the Callable 2007 Bonds, all as set forth and described in the Escrow Agreement as set forth in **SCHEDULE III** attached hereto and which are described in the Bond Resolution and the Preliminary Official Statement, and (c) in the 2015 Costs of Issuance Fund to pay the costs of issuance of the Bonds.

2. **Public Offering.** The Underwriter intends to make an initial bona fide public offering of all of the Bonds at not in excess of the public offering prices set forth on **SCHEDULE II** attached hereto, and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than such public offering prices. Not less than ten (10) business days prior to the Closing, the Underwriter agrees to furnish to Butler Snow LLP, bond counsel ("Bond Counsel"), a certificate in a form acceptable to Bond Counsel (i) specifying the re-offering prices at which a substantial amount of the Bonds were sold to the public (excluding bond dealers, brokers and other intermediaries) and (ii) certifying the accuracy of such re-offering prices (if lower than those set out in **SCHEDULE II**). The Underwriter acknowledges that Bond Counsel will rely on such representations in making their determination that the Bonds are not "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended; provided, however, that nothing therein represents the Underwriter's interpretation of any laws, and in particular, regulations under section 148 of the Internal Revenue Code.

3. **Representative.** Lindsey Rea, Vice President, is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

4. **Official Statement.** The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement, dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Authority. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Bond Counsel to the Issuer, such amendment or supplementation is required.

You hereby ratify and approve the lawful use of the Preliminary Official Statement, dated March 3, 2015, relating to the Bonds (the "Preliminary Official Statement"), by the Underwriter prior to the date hereof, and authorize and approve the Official Statement and other pertinent documents referred to in Section 7 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of its Preliminary Official Statement. As of its date, the Preliminary Official Statement is deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The Issuer agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended.

5. **Representations of the Issuer.**

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(a) The Issuer has duly authorized all necessary action to be taken by it for: (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, the Escrow Agreements and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Resolution;

(b) The information relating to the Issuer contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading;

(c) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Resolution or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, the Escrow Agreements or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;

(d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, the Escrow Agreements and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Constitution or laws of the State of Mississippi, or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing will be, bound;

(e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Resolution, the Escrow Agreements, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;

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(f) The Issuer agrees to cooperate with the Underwriter and its counsel, if any, in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request, provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications; and

(g) The Issuer is an "obligated person" within the meaning of Rule 15c2-12(f)(b) shall have duly authorized, executed and delivered a continuing disclosure agreement which complies with the provisions of Rule 15c2-12(b)(5) and which shall substantially set forth those provisions set forth in the Preliminary Official Statement unless otherwise described in the Official Statement, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

6. **Delivery of, and Payment for, the Series 2015 Bonds.** At 10:00 o'clock a. m., Central Standard Time, on or about _____, 2015, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, as Paying Agent (in such capacity, the "Paying Agent"), one bond for each separate maturity (whether serially or by term) of the Bonds in typewritten form, duly executed, authenticated and issued in the name of "Cede & Co.," the nominee name of The Depository Trust Company (the "Securities Depository"), together with the other documents hereinafter mentioned and, if applicable, any other moneys required by the Bond Resolution to be provided by the Issuer to refund the Refunded Bonds and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds at the office of the Escrow Agent, as applicable, for the account of the Issuer. Such payment and delivery is herein called the "Closing."

7. **Certain Conditions to Underwriter's Obligations.** The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

(a) At the time of Closing, (i) the Bond Resolution shall have been adopted and the Escrow Agreements shall have been executed and delivered in the form approved by the Underwriter and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the Bonds shall have been validated by the Chancery Court of DeSoto County, Mississippi, (iii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement and the Bond Resolution, and (iv) there shall have been duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Underwriter shall have received each of the following:

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(A) The approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the Bonds and the excludability of the interest on the Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in a form satisfactory to the Underwriter;

(B) A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Underwriter in a form satisfactory to the Underwriter;

(C) An opinion of counsel to the Issuer, dated the date of the Closing, addressed to the Issuer and the Underwriter in a form satisfactory to the Underwriter;

(D) An opinion of counsel to the Underwriter, if any, dated the date of the Closing, addressed to the Underwriter in a form satisfactory to the Underwriter;

(E) Certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Underwriter;

(F) The Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

(G) A specimen of the Bonds;

(H) Certified copies of the Bond Resolution and all other resolutions of the Issuer and the Decree of Validation relating to the issuance and/or sale of the Bonds, as applicable;

(I) A certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(J) A certificate of the Escrow Agent as to (a) its corporate capacity to act as such, and (b) the incumbency and signatures of authorized officers;

(K) An executed copy of the Escrow Agreement;

(L) A letter with respect to the Bonds, dated the date of the Closing, of The Arbitrage Group, Inc., certified public accounts (the "Verification Agent"), to the effect that they have verified the accuracy of (a) the mathematical

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computations of the adequacy of the maturing principal amounts of the obligations to be deposited in the Escrow Fund for the Refunded 2009 bonds, together with the interest earned and to be earned thereon and uninvested cash, if any, to be held by the Escrow Agent and to pay when due, the interest, the principal and redemption premium, if any, of the Refunded 2009 Bonds, on the dates and in the amounts provided in the Escrow Agreement, and (b) the mathematical computations supporting the conclusion that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated, temporary and proposed, thereunder, or any successor provision to such Section 148;

(M) An executed continuing disclosure agreement as described in Paragraph 5 (g);

(N) Copy of the rating letter from Standard & Poor's Ratings Services confirming a rating of ___ for the Bonds;

(O) Certificate of as to the 2% net present value savings pursuant to the Act;

(P) Copy of the Issuer's Blanket Issuer Letter of Representations;

(Q) Other certificates of the Issuer listed on a closing memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b) (A) and (B) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

8. **Conditions to Obligations of the Issuer.** The obligations of the Issuer hereunder to deliver the Bonds shall be subject to receipt of the opinions of Bond Counsel described in Sections 7(b)(A) and 7(b)(B) hereof.

9. **Termination.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds if (i) between the date hereof and the Closing, legislation shall be enacted or favorably reported for passage to either house of the United States Congress by any committee of such house to which such legislation has been referred for consideration, a decision by a court of the United States or the United States tax court shall be rendered, or a ruling, regulation or

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statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, or (ii) there shall exist any event which in the Underwriter's judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, or (v) a general banking moratorium shall have been declared by either federal, Mississippi, Tennessee or New York authorities, or (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, or (vii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Resolution, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, or (viii) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (ix) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter, the market for the Bonds is materially affected thereby.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated or canceled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

10. **Additional Covenants.** The Issuer covenants and agrees with the Underwriter as follows:

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(a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request; and

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, its Bond Counsel and the Underwriter, a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

11. **Survival of Representations.** All representations, agreements and indemnities of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

12. **Payment of Expenses.** If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Preliminary Official Statement and the Official Statement; (ii) the cost of the preparation of book-entry Bonds; (iii) any rating agency fees; (iv) the cost of distribution of the Preliminary Official Statement and the Official Statement; (v) the fees and expenses of Bond Counsel, Issuer's counsel, Underwriter's counsel, the Verification Agent, the Escrow Agent, the Paying Agent and any other experts or consultants retained by the Issuer and the Underwriter and (vi) the cost of any federal funds necessary to pay the purchase price of the Bonds.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds and (b) all other expenses incurred by the Underwriter in connection with their public offering.

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13. **Acknowledgement of Role of Underwriter.** The Issuer acknowledges and agrees that (i) the primary role of the Underwriter, as underwriter, is to purchase securities, for the resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

14. **Indemnification.** (a) To the extent permitted by applicable Mississippi law, the Issuer agrees to indemnify and hold harmless the Underwriter, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act") or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) the Underwriter, and their directors, officers, agents and employees, against any and all losses, claims, damages, liabilities and expenses to which the Underwriter may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof), arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), or (ii) any statement or information in the Preliminary Official Statement or in the Official Statement that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any statement or information in the Preliminary Official Statement or the Official Statement (other than in the section describing DTC and its book-entry-only procedures, the section captioned "UNDERWRITING" and the sections captioned "TAX EXEMPTION," "TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT" and "TAX TREATMENT OF ORIGINAL ISSUE PREMIUM") which is necessary in order to make the statements therein not misleading.

(b) The Underwriter, jointly and severally, will indemnify and hold harmless the Issuer, each of its members, directors, officers and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to the statements under the caption "UNDERWRITING" in the Preliminary Official Statement and the Official Statement.

(c) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party, as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action; but the omission to so notify the indemnifying party (i) shall not relieve it from liability under paragraph (a) or (b) above

Minutes, City of Southaven, Southaven, Mississippi

unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any indemnified party otherwise than under paragraph (a) or (b) above. The indemnifying party shall assume the defense thereof, including the retention of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of which events, such legal or other expenses shall be borne by the indemnifying party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any action with or without written consent of the indemnifying party, the indemnifying party agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement must include an unconditional release of each indemnified party from all liability arising out of such action.

(d) If the indemnification provided for above is unenforceable, or is unavailable to an indemnifying party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriter, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriter, on the other, from the sale of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriter, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds of sale of the Bonds paid to the Issuer pursuant to this Bond Purchase Agreement (before deducting expenses) bear to the underwriting discount or commission received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission

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to state a material fact relates to information supplied by the Issuer or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this paragraph. The amount paid or payable by any person as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriter shall not be required to contribute an amount in excess of the amount of the underwriting discount or commission applicable to the purchase of the Securities. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

15. **Notices.** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 50 N Front Street, 16th Floor, Memphis, Tennessee 38103, ATTN: Public Finance Department.

16. **Parties.** This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

17. **Governing Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

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Minutes, City of Southaven, Southaven, Mississippi

18. **General.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.
Memphis, Tennessee

Lindsey Rea, Vice President

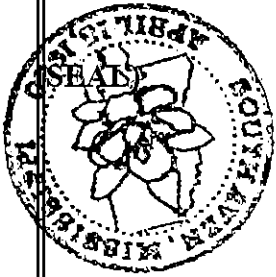
Minutes, City of Southaven, Southaven, Mississippi

Accepted and agreed to as of
the date first above written:

CITY OF SOUTHAVEN, MISSISSIPPI

By: 

Mayor



Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE I
To Bond Purchase Agreement
Dated _____, 2015

PURCHASE PRICE	
Par Amount of Bonds	\$ _____,000.00
Plus: Original Issue Premium	
Less: Underwriter's Discount	
Total Purchase Price	

Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE II
To Bond Purchase Agreement
Dated _____, 2015

MATURITY SCHEDULE				
MATURITY (DECEMBER 1)	PRINCIPAL AMOUNT DUE	INTEREST RATE	REOFFERING YIELD	PRICE
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				

*Priced to call date of ____ 1, 20__

Optional Redemption. The Bonds maturing on _____, 20__ and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole or in part on any date on or after _____, 20__.

Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE III

SCHEDULE OF REFUNDED 2005 BONDS

\$4,500,000
CITY OF SOUTHAVEN, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2005

DATED: DECEMBER 1, 2005

\$220,000	at	3.500%	due December 1, 2016
235,000	at	3.500	due December 1, 2017
245,000	at	3.600	due December 1, 2018
255,000	at	3.700	due December 1, 2019
270,000	at	3.750	due December 1, 2020
280,000	at	3.800	due December 1, 2021
295,000	at	3.875	due December 1, 2022
305,000	at	3.900	due December 1, 2023
320,000	at	3.900	due December 1, 2024
<u>330,000</u>	at	3.900	due December 1, 2025
\$2,755,000*			

*This figure represents the outstanding Refunded 2005 Bonds to be current refunded.

Interest Payment Dates June 1 and December 1 of each year.

Principal of Refunded 2005 Bonds maturing in years 2016 through 2025, both inclusive, are to be optionally redeemed on December 1, 2015, at par, plus accrued interest

Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE OF REFUNDED 2007 BONDS

\$6,000,000
CITY OF SOUTHAVEN, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2007

DATED: JULY 1, 2007

\$ 295,000	at	5.000 %	due July 1, 2018
310,000	at	4.375	due July 1, 2019
325,000	at	4.500	due July 1, 2020
340,000	at	5.000	due July 1, 2021
355,000	at	4.500	due July 1, 2022
370,000	at	4.625	due July 1, 2023
385,000	at	4.625	due July 1, 2024
405,000	at	4.750	due July 1, 2025
420,000	at	4.750	due July 1, 2026
<u>440,000</u>	at	4.750	due July 1, 2027
\$3,645,000*			

*This figure represents the outstanding Refunded 2007 Bonds to be advance refunded.

Interest Payment Dates are January 1 and July 1 of each year.

Principal of Refunded 2007 Bonds maturing in years 2018 through 2027, both inclusive, are to be optionally redeemed on July 1, 2017, at par.

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT C

FORM OF NOTICE OF REFUNDING/REDEMPTION FOR 2005 BONDS

Minutes, City of Southaven, Southaven, Mississippi

[TO BE PLACED ON CITY LETTERHEAD]

First National Bank of Clarksdale
Clarksdale, Mississippi
Attention: Trust Department

RE: Refunding of outstanding maturities of the City of Southaven, Mississippi General Obligation Bonds, dated December 1, 2005, issued in the aggregate principal amount of \$4,500,000 (the "2005 Bonds"), maturing in the years 2016 through 2025 (the "Refunded 2005 Bonds") and the redemption price of the 2005 Bonds, maturing in the years 2016 through 2025 (the "Callable 2005 Bonds")

Ladies and Gentlemen:

The Mayor and Board of Aldermen ("Governing Body") for the City of Southaven, Mississippi, acting for and on behalf of the City of Southaven, Mississippi (the "Issuer") adopted a resolution on March 3, 2015, which authorized the refunding of the Refunded 2005 Bonds and the Issuer does hereby irrevocably exercise its option to call for redemption the Callable 2005 Bonds effective December 1, 2015, at par, and hereby directs First National Bank of Clarksdale, Clarksdale, Mississippi, the paying agent for the 2005 Bonds (in such capacity, the "2005 Paying Agent"), to take any action required under the Bond Resolution dated November 15, 2005 (the "2005 Bond Resolution"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2005 Bond Resolution and the 2005 Paying Agent is hereby authorized to utilize the funds deposited with Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as escrow agent (in such capacity, the "Escrow Agent"), pursuant to an Escrow Agreement dated ____ by and between the City and the Escrow Agent, which funds have been derived from a portion of the proceeds of the Issuer's \$____,000 General Obligation Refunding Bonds, Series 2015, to be dated the date of delivery thereof (the "Bonds").

From the date of the issuance of the Bonds, the 2005 Paying Agent shall provide for the debt service due on the Refunded 2005 Bonds and the funds for the optional redemption of the Callable 2005 Bonds from the funds deposited with the Escrow Agent by the City.

It is the responsibility of the 2005 Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2005 Bond Resolution.

Sincerely,

Mayor/City Clerk of the City of
Southaven, Mississippi

cc: Municipal Securities Rulemaking Board
(via website) at www.emma.msrb.org

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT D

FORM OF NOTICE OF REFUNDING/REDEMPTION FOR 2007 BONDS

Minutes, City of Southaven, Southaven, Mississippi

[TO BE PLACED ON CITY LETTERHEAD]

Whitney Bank (formerly Hancock Bank)
1855 Lakeland Drive
Suite Q230
Jackson, MS 39216-4954
Attention: Trust Department

RE: Refunding of outstanding maturities of the City of Southaven, Mississippi General Obligation Bonds, dated July 1, 2007, issued in the aggregate principal amount of \$6,000,000 (the "2007 Bonds"), maturing in the years 2018 through 2027 (the "Refunded 2007 Bonds") and the redemption price of the 2007 Bonds, maturing in the years 2018 through 2027 (the "Callable 2007 Bonds")

Ladies and Gentlemen:

The Mayor and Board of Aldermen ("Governing Body") for the City of Southaven, Mississippi, acting for and on behalf of the City of Southaven, Mississippi (the "Issuer") adopted a resolution on March 3, 2015, which authorized the refunding of the Refunded 2007 Bonds and the Issuer does hereby irrevocably exercise its option to call for redemption the Callable 2007 Bonds effective July 1, 2017, at par, and hereby directs Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, the paying agent for the 2007 Bonds (in such capacity, the "2007 Paying Agent"), to take any action required under the Bond Resolution dated June 14, 2007 (the "2007 Bond Resolution"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2007 Bond Resolution and the 2007 Paying Agent is hereby authorized to utilize the funds deposited with Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, in its capacity as escrow agent (in such capacity, the "Escrow Agent"), pursuant to an Escrow Agreement dated ____ by and between the City and the Escrow Agent, which funds have been derived from a portion of the proceeds of the Issuer's \$____,000 General Obligation Refunding Bonds, Series 2015, to be dated the date of delivery thereof (the "Bonds").

From the date of the issuance of the Bonds, the 2007 Paying Agent shall provide for the debt service due on the Refunded 2007 Bonds and the funds for the optional redemption of the Callable 2007 Bonds from the funds deposited with the Escrow Agent by the City.

It is the responsibility of the 2007 Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2007 Bond Resolution.

Sincerely,

Mayor/City Clerk of the City of
Southaven, Mississippi

cc: Municipal Securities Rulemaking Board
(via website) at www.emma.msrb.org

EXHIBIT E
ESCROW AGREEMENT

Minutes, City of Southaven, Southaven, Mississippi

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (the "Escrow Agreement") is dated _____, 2015, by and between the City of Southaven, Mississippi (the "City" or the "Issuer"), and the Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi, as Escrow Agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the City has heretofore issued its \$4,500,000 General Obligation Bonds, Series 2005, dated December 1, 2005 (the "2005 Bonds"); and

WHEREAS, the Issuer desires to refund a portion of the 2005 Bonds maturing in the years 2015 through 2025 both inclusive (the "Refunded 2005 Bonds"); and

WHEREAS, the Issuer desires to optionally redeem the 2005 Bonds maturing in the years 2015 through 2025, both inclusive (the "Callable 2005 Bonds") on December 1, 2015; and

WHEREAS, the City has heretofore issued its \$6,000,000 General Obligation Bonds, Series 2007, dated July 1, 2002 (the "2007 Bonds"); and

WHEREAS, the Issuer desires to refund a portion of the 2007 Bonds maturing in the years 2018 through 2027 both inclusive (the "Refunded 2007 Bonds" and together with the Refunded 2005 Bonds, the "Refunded Bonds"); and

WHEREAS, the Issuer desires to optionally redeem the 2007 Bonds maturing in the years 2018 through 2027, both inclusive (the "Callable 2007 Bonds" and together with the Callable 2005 Bonds, the "Callable Bonds") on July 1, 2017; and

WHEREAS, Sections 31-27-1 et seq., of the Mississippi Code of 1972, as amended (the "Act"), authorizes the Issuer to issue general obligation refunding bonds in accordance with the terms of the Act, to provide funds to refund the Refunded Bonds; and

WHEREAS, the Issuer has adopted a resolution on March 3, 2015 (the "Bond Resolution") authorizing the issuance of General Obligation Refunding Bonds, Series 2015, dated _____, 2015, in the aggregate principal amount of \$_____,000 (the "Bonds") for the purpose of (a) advance refunding the Refunded Bonds; and (b) paying the costs of issuance for the Bonds; and

WHEREAS, the Issuer has determined to advance refund the Refunded Bonds with a portion of the proceeds of the Bonds, which refunding will result in present value debt service savings to the Issuer; and

WHEREAS, the Issuer has further determined to effectuate the advance refunding of the Refunded Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of proceeds of the Bonds and such other money made available in connection with such refunding so as to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

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WHEREAS, the City has determined to deposit with the Escrow Agent sufficient funds to purchase United States Treasury Securities - State and Local Government Series listed in **EXHIBIT B** hereto (the "Investment Securities"). The Investment Securities to be so deposited may not be redeemed at the option of the Issuer or any person other than the holder thereof and will mature in principal amounts and bear interest at such times so that sufficient monies will be available from such maturing principal and interest payments to pay, as the same either mature or become due, all principal of and interest on, the Refunded Bonds; and

WHEREAS, the Issuer has authorized the Escrow Agent to pay certain costs of issuance in the amount of \$____ (the "2015 Cost of Issuance Funds") for deposit in the 2015 Cost of Issuance Fund (the "2015 Cost of Issuance Fund") for the Bonds to be held by the Escrow Agent under the Escrow Agreement.

NOW THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Refunded Bonds, the Issuer and the Escrow Agent contract and agree as follows:

SECTION 1. Definitions. In addition to words and terms elsewhere defined in this Agreement, including the recitals hereto, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Bond Resolution.

Investment Securities:

"Investment Securities" shall mean direct obligations of the United States of America and nonprepayable obligations the timely payment of principal of and interest on which are fully guaranteed by the United States of America, none of which are callable at the option of the obligor.

Verification Report:

"Verification Report" shall mean the Verification Report, dated _____, 2015, prepared by The Arbitrage Group, Inc., a copy of which is attached hereto as **EXHIBIT C**.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associates, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors

SECTION 2. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the City of Southaven, Mississippi General Obligation Bonds, Series 2005 Escrow Fund (the "Escrow 2005 Fund"), to be held in the custody of the Escrow Agent under this Escrow Agreement separate and apart from other funds of the City or the Escrow Agent for the funds deposited with the Escrow Agent for the refunding of the Refunded 2005 Bonds.

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SECTION 3. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the City of Southaven, Mississippi General Obligation Bonds, Series 2007 Escrow Fund (the "Escrow 2007 Fund"), to be held in the custody of the Escrow Agent under this Escrow Agreement separate and apart from other funds of the City or the Escrow Agent for the funds deposited with the Escrow Agent for the refunding of the Refunded 2007 Bonds.

SECTION 4. Upon the initial delivery of the Bonds, a portion of the net sale proceeds of the Bonds in the amount of \$_____ shall be paid to the Escrow Agent for deposit in the 2015 Cost of Issuance Fund. The 2015 Costs of Issuance Funds shall be used to pay costs of issuance on the Bonds.

The aforementioned amounts deposited into the 2015 Costs of Issuance Fund will be provided to the Escrow Agent in immediately available funds.

SECTION 5. Upon the initial delivery of the Bonds, a portion of the net sale proceeds of the Bonds in the amount of (a) \$_____ shall be paid to the Escrow Agent for deposit in the Escrow 2005 Fund (the "Escrow 2005 Requirement"), and (b) (a) \$_____ shall be paid to the Escrow Agent for deposit in the Escrow 2007 Fund (the "Escrow 2007 Requirement"). Upon receipt of the Escrow 2005 Requirement and the Escrow 2007 Requirement, the Escrow Agent shall invest such moneys in accordance with this Escrow Agreement and such moneys, together with the investment earnings, shall be used to advance refund (a) the Refunded 2005 Bonds and optionally redeem the outstanding Callable 2005 Bonds on December 1, 2015, at a redemption price of par; and (b) the Refunded 2007 Bonds and optionally redeem the outstanding Callable 2007 Bonds on July 1, 2017, at a redemption price of par. Such moneys are at least equal to an amount sufficient to purchase the principal amount of the Investment Securities as set forth in **EXHIBIT B** hereto and the aggregate principal amount of the Investment Securities as set forth in **EXHIBIT B** hereto, together with all interest due or to become due on such Investment Securities and any other moneys held in the Escrow 2005 Fund and the Escrow 2007 Fund will be sufficient to pay when due and payable as provided for herein, principal and interest on the Refunded 2005 Bonds and the Refunded 2007 Bonds, respectively, as such becomes due and payable and, upon redemption thereof, the Redemption Price of the Refunded 2005 Bonds and the Refunded 2007 Bonds, respectively. Notwithstanding the foregoing, if the amounts deposited in the Escrow 2005 Fund and the Escrow 2007 Fund are insufficient to pay upon redemption thereof, the Redemption Price of the respective Refunded 2005 Bonds and the Refunded 2007 Bonds, the City shall deposit in the Escrow Account the amount of any such deficiency immediately upon notice thereof from the Escrow Agent.

SECTION 6. A portion of the proceeds of the Bonds in the amount of \$_____ representing the 2015 Costs of Issuance Funds will be used by the Escrow Agent to pay invoices submitted to the Escrow Agent for and on behalf of the City regarding costs of issuance for the Bonds. Any portion of the 2015 Costs of Issuance Funds remitted to the Escrow Agent for the payment of the costs of issuance for the Bonds and not used to pay costs of issuance within thirty (30) days of the closing of the Bonds shall be transferred to the City for deposit in the 2015 Bond Fund and used as permitted under State law. The 2015 Costs of Issuance Funds will remain uninvested until used to pay costs of issuance or remitted to the City under the provisions herein provided. The 2015 Costs of Issuance shall be segregated from other moneys and held in a

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separate account to be used for the payment of costs of issuance expenses as authorized by the City in the Bond Resolution.

SECTION 7. The Escrow Agent acknowledges receipt of the moneys as described herein and agrees immediately (a) to invest \$____.00 of such moneys by purchasing the Investment Securities as set forth in Exhibit B hereto for the Refunded 2005 Bonds and to deposit such Investment Securities in the Escrow 2005 Account, together with \$____ of such moneys to be held in the Escrow 2005 Account as uninvested cash, and (b) to invest \$____.00 of such moneys by purchasing the Investment Securities as set forth in Exhibit B hereto for the Refunded 2007 Bonds and to deposit such Investment Securities in the Escrow 2007 Account, together with \$____ of such moneys to be held in the Escrow 2007 Account as uninvested cash; and (c) to deposit the balance of such moneys in the amount of \$____ in the Cost of Issuance Account.

SECTION 8. The Escrow Agent is hereby irrevocably instructed to convey sufficient funds for the Refunded 2005 Bonds to First National Bank of Clarksdale, Clarksdale, Mississippi (acting as the "2005 Paying Agent"), (i) for the payment of the accrued interest due on the Refunded 2005 Bonds on June 1, 2015, through and including December 1, 2015 and (ii) to pay the principal amount due representing the redemption price of the Callable 2005 Bonds due on December 1, 2015, at par.

SECTION 9. The Escrow Agent is hereby irrevocably instructed to convey sufficient funds for the Refunded 2007 Bonds to Whitney Bank a/b/a Hancock Bank, Jackson, Mississippi (acting as the "2007 Paying Agent"), (i) for the payment of the accrued interest due on the Refunded 2007 Bonds on July 1, 2015, through and including July 1, 2017 and (ii) to pay the principal amount due representing the redemption price of the Callable 2007 Bonds due on July 1, 2017, at par

SECTION 10. The Issuer represents that the receipt of the principal of and interest on the Investment Securities in the Escrow 2005 Fund will assure that the amount on deposit in the Escrow 2005 Fund will be sufficient to provide money for the payment of (a) the interest due for the Refunded 2005 Bonds on June 1, 2015, through and including December 1, 2015 and (b) the redemption price of the Callable 2005 Bonds on December 1, 2015, at par. If for any reason there is a deficiency in the amounts on deposit in the Escrow 2005 Fund, the Escrow Agent shall promptly notify the Issuer and the Issuer shall forthwith provide the Escrow Agent with cash and securities sufficient to make such payments.

SECTION 11. The Issuer represents that the receipt of the principal of and interest on the Investment Securities in the Escrow 2007 Fund will assure that the amount on deposit in the Escrow 2007 Fund will be sufficient to provide money for the payment of (a) the interest due for the Refunded 2007 Bonds on July 1, 2015, through and including July 1, 2017 and (b) the redemption price of the Callable 2007 Bonds on July 1, 2017, at par. If for any reason there is a deficiency in the amounts on deposit in the Escrow 2007 Fund, the Escrow Agent shall promptly notify the Issuer and the Issuer shall forthwith provide the Escrow Agent with cash and securities sufficient to make such payments.

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SECTION 12. The Escrow Agent at all times shall hold the Investment Securities and all other assets of the Escrow 2005 Fund and the Escrow 2007 Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Investment Securities or any other assets of the Escrow 2005 Fund and the Escrow 2007 Fund to be commingled with any other funds or securities; and it shall hold and dispose of the assets of the Escrow 2005 Fund and the Escrow 2007 Fund only as set forth herein. Investment Securities and other assets held in the Escrow 2005 Fund and Escrow 2007 Fund shall always be maintained by the Escrow Agent for the benefit of the holders of the Refunded 2005 Bonds and the Refunded 2007 Bonds, respectively. The holders of the respective Refunded 2005 Bonds and the Refunded 2007 Bonds shall be entitled to the same preferred claim and first lien upon the Investment Securities in the respective Escrow 2005 Fund and the Escrow 2007 Fund, the proceeds thereof and all other assets of the Escrow 2005 Fund and the Escrow 2007 Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right or title with respect thereto except as Escrow Agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the Issuer.

SECTION 13. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the Issuer.

SECTION 14. Cash balances from time to time on deposit in the Escrow 2005 Fund and the Escrow 2007 Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

SECTION 15. The escrow created hereby shall be irrevocable. The holders of the respective Refunded 2005 Bonds and the Refunded 2007 Bonds shall have an express lien on all principal amount of and interest income on the Investment Securities, and any other funds deposited in the Escrow 2005 Fund and the Escrow 2007 Fund until used and applied in accordance with this Escrow Agreement. The matured principal of and interest income from the Investment Securities shall be applied solely as provided in this Escrow Agreement.

SECTION 16. (a) The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof.

(b) In the event of the Escrow Agent's failure to account for any of the Investment Securities, or monies received by it, said Investment Securities or monies shall be and remain the property of the City in trust for the holders of the respective Refunded 2005 Bonds and the Refunded 2007 Bonds, as herein provided, and if for any reason such Investment Securities or monies are not transferred to the 2005 Paying Agent and the 2007 Paying Agent as provided herein, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required transfer shall be made.

SECTION 17. This Escrow Agreement shall terminate when all transactions required to be made by the Escrow Agent under the provisions hereof shall have been made. Any monies

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remaining in any of the Escrow 2005 Fund and the Escrow 2007 Fund at the time of such termination shall be released to the City. The 2015 Costs of Issuance Funds shall be disbursed as provided herein.

SECTION 18. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Investment Securities and other monies available for such purpose to pay the Refunded Bonds. So long as the Escrow Agent applies the Investment Securities and monies as provided therein, and complies fully with the terms of this Escrow Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations.

As compensation for the services to be rendered hereunder, the Escrow Agent shall be paid an annual fee of \$____.00 for the administration of this Escrow Agreement.

SECTION 19. If any one or more of the covenants or agreements provided in this Escrow Agreement by or on behalf of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

SECTION 20. All the covenants, promises and agreements contained in this Escrow Agreement by or on behalf of the City or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 21. This Escrow Agreement shall be governed by the applicable law of the State of Mississippi.

SECTION 22. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[The remainder of this page is left blank intentionally.]

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IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers or elected officials and the City has caused its seal to be hereunder affixed and attested as of the date first above written.

CITY OF SOUTHAVEN, MISSISSIPPI

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

WHITNEY BANK D/B/A HANCOCK BANK
JACKSON, MISSISSIPPI
as Escrow Agent

By: _____
Trust Officer

Signature page to Escrow Agreement regarding the City of Southaven General Obligation Refunding Bonds, Series 2015, dated _____, 2015.

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EXHIBIT A REFUNDED BONDS

\$4,500,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2005, dated December 1, 2005

Paying and Transfer Agent: First National Bank of Clarksdale, Clarksdale, Mississippi

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
December 1, 2016	3.500%	\$ 220,000	December 1, 2015	100%
December 1, 2017	3.500	235,000	December 1, 2015	100
December 1, 2018	3.600	245,000	December 1, 2015	100
December 1, 2019	3.700	255,000	December 1, 2015	100
December 1, 2020	3.750	270,000	December 1, 2015	100
December 1, 2021	3.800	280,000	December 1, 2015	100
December 1, 2022	3.875	295,000	December 1, 2015	100
December 1, 2023	3.900	305,000	December 1, 2015	100
December 1, 2024	3.900	320,000	December 1, 2015	100
December 1, 2025	3.900	330,000	December 1, 2015	100

\$6,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2007, dated July 1, 2007

Paying and Transfer Agent: Whitney Bank d/b/a Hancock Bank, Jackson, Mississippi

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
July 1, 2018	5.000%	\$ 295,000	July 1, 2017	100%
July 1, 2019	4.375	310,000	July 1, 2017	100
July 1, 2020	4.500	325,000	July 1, 2017	100
July 1, 2021	5.000	340,000	July 1, 2017	100
July 1, 2022	4.500	355,000	July 1, 2017	100
July 1, 2023	4.625	370,000	July 1, 2017	100
July 1, 2024	4.625	385,000	July 1, 2017	100
July 1, 2025	4.750	405,000	July 1, 2017	100
July 1, 2026	4.750	420,000	July 1, 2017	100
July 1, 2027	4.750	440,000	July 1, 2017	100

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EXHIBIT B

INVESTMENT SECURITIES

United States Treasury Securities – State and Local Government Series

Security Number	Security Type	Principal Amount	Interest Rate	Maturity Date	First Interest Payment Date
1					
2					
3					

EXHIBIT C
VERIFICATION REPORT

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EASEMENT AND CONSTRUCTION AGREEMENT

This Easement and Construction Agreement made and entered into by and between the Mississippi Transportation Commission, (COMMISSION), by and through the duly authorized Executive Director of the Mississippi Department of Transportation, and The Board of Aldermen of the City of Southaven, Mississippi, (CITY), effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the COMMISSION proposes to construct a connector between Old Airways Boulevard and Airways Boulevard, currently known as Federal Aid Project No. NH-0055-04(096), 100222/307000; and

WHEREAS, the COMMISSION has prepared plans and specifications for the said proposed construction, relevant excerpts of which are attached hereto, and the entirety to which are on file in the office of the COMMISSION in Jackson, Mississippi, reference of which is made for all purposes as if copied herein in words and figures; and

WHEREAS, the CITY is the current owner of the property or the easements underlying all city streets shown on said plans and specifications; and

WHEREAS, the COMMISSION has requested permission from the CITY to make certain adjustments, and/or grade changes to all known city streets which now cross connect or are adjacent to this state route; and

WHEREAS, the CITY has agreed to this request and both parties desire to evidence this agreement by written instrument;

NOW, THEREFORE, in consideration of the promises and agreements of the parties hereto, as shown below, it is hereby agreed as follows:

The COMMISSION will:

- (1) construct by contract said section of connector road in accordance with the plans and specifications for Federal Aid Project No. NH-0055-04(096), 100222/307000.
- (2) be responsible for maintaining all roadway, rights of way, and traffic control devices in accordance with the MDOT policies, rules and regulations for the duration of the project.
- (3) acquire all right of way left and right of centerline as required by said plan;
- (4) be responsible for overseeing all utility adjustments.

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(5) return to the city the following segments of former city streets at the conclusion of the project for city control and maintenance.

(6) Deed the following segments of right-of-way, which were acquired for the purposes of constructing this project to the city.

Airways Connector located between Old Airways Blvd. and Airways Blvd., city street to be constructed from stations 12+65.5 to 30+87.6 and the segment to be deeded back to CITY is from 12+65.5 to 30+87.6.

The City will:

(1) release the COMMISSION from any and all damages arising as a result of the COMMISSION altering, relocating or changing the grade of intersecting said project or the altering or changing the grade of any other road including existing roads, unplatted roads or unopened roads in any location adjacent to said project.

(2) and does hereby grant, bargain, sell, convey and warrant unto the COMMISSION an unlimited easement on, over and across all City road rights of way within the construction limits as shown on the plans for Federal Aid Project No. NH-0055-04(096), 100222/307000 for the purpose of constructing and maintaining the aforesaid project, until said project is concluded.

(3) upon completion of construction of the designated improvements on all City streets to assume responsibility for all maintenance of said adjusted city streets and traffic control devices as shown above upon notice from the COMMISSION.

(4) accept and record the deeds to all right-of-way conveyed by the Commission.

(5) execute warranty deeds to the Commission covering all parts of its right-of-way, which are incorporated into the final project when requested to do so by the Commission.

Both parties hereto represent that they have authority to enter into this CONTRACT and certified copies of the applicable Board or Commission Orders are attached hereto.

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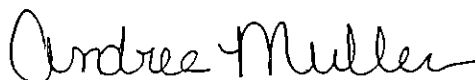
WITNESS this, my signature in execution hereof, this the 3rd day of March, 2015.

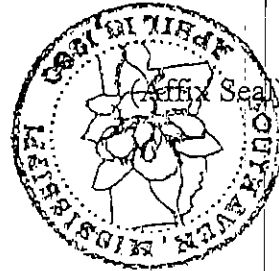
BOARD OF ALDERMEN

SOUTHAVEN, MISSISSIPPI

BY: 

Darren Musselwhite, Mayor

ATTEST: 



WITNESS this, my signature in execution hereof, this the _____ day of _____, 20____.

THE MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR OF
THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath

Easement and Construction Agreement
NH-0055-04(096), 100222/307000
DeSoto County

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Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN SNOWDEN HOUSE TO COPS FOR KIDS AND VARIANCE FROM RENTAL POLICY FOR FUNDRAISER ON APRIL 11, 2015

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Sections 17-3-1, 17-3-3, 21-17-1(3)(b)(ii) and 21-19-65 desires to donate the Southaven Snowden House ("House") to the Cops for Kids Non-Profit Organization ("Cops") on April 11, 2015; and

WHEREAS, the City has control of the municipal property Snowden Grove and has the authority under the City's Rental Policy to donate use of the Arena to the Cops as it a non-profit entity as represented in its application to the City and the Cops will use the House to host a fundraiser which will benefit the Make-A-Wish Foundation of the Mid-South; and

WHEREAS, the City finds that Cops mission and purpose for this specific fundraiser at the House on April 5th is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows the Cops to utilize via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that the Cops will raise funds at the April 5 fundraiser that will match or exceed the in-kind donation of the House provided by the City pursuant to Mississippi Code Section 21-19-65; and

WHEREAS, the City finds that the public entertainment and publicity from the donation to Cops for Kids will be helpful toward advancing the moral interests of the City; and

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

SECTION 1. Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates the House to the Cops on April 11, 2015 to assist with the fundraiser, which fundraiser will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit the Make-A-Wish Foundation of the Mid-South for the advancement of the moral interest of the City.

SECTION 2. Pursuant to Mississippi Code 17-3-1 and 17-3-3, the City also desires to advertise its City Facilities, including the House, and desires to advance the moral interest of the City by allowing the House to be used by the Cops for the fundraiser based on the purposes of the fundraiser.

SECTION 3. The City hereby grants the Cops a variance from the City Rental Policy and allows alcohol to be served at the event on April 11, 2015 in accordance and restrictions under the City Rental Policy.

SECTION 4. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 3rd day of March, 2015.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK'S OFFICE

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN SNOWDEN PAVILION TO NEW HOPE MISSIONARY BAPTIST CHURCH FOR 5K RUN ON OCTOBER 17, 2015

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Sections 17-3-3, 21-17-1(3)(b)(ii) and 21-19-65 desires to donate use of the Southaven Snowden Pavilion ("Pavilion") to New Hope Missionary Baptist Church ("New Hope"); and

WHEREAS, the City has control of the municipal property, the Arena, and has the authority under the City's Rental Policy and applicable law to donate use of the Pavilion to New Hope as it a non-profit entity located in the City and New Hope will use the Pavilion to host a 5k run which will benefit local student scholarships in the City; and

WHEREAS, the City finds that New Hope's purpose for this event at the Pavilion is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows New Hope to utilize via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that New Hope will raise funds or has funds on-hand at the that will match or exceed the in-kind donation of the Pavilion provided by the City pursuant to Mississippi Code Section 21-19-65; and

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

SECTION 1. Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates use of the Pavilion to New Hope on November 1, 2014 to assist with the 5k run, which f will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit local student scholarships in the City for the advancement of the moral interest of the City.

SECTION 2. Pursuant to Mississippi Code 17-3-3, the City also desires to advertise its City Facilities, including the Pavilion, and desires to advance the moral interest of the City by allowing the Pavilion to be used by New Hope for the fundraiser based on the purposes of the fundraiser.

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

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Minutes, City of Southaven, Southaven, Mississippi

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 3rd day of March, 2015.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK'S OFFICE

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR LEASE DONATION OF SOUTHAVEN ARENA TO DESOTO COUNTY FRIENDS OF THE NRA AND VARIANCE FROM RENTAL POLICY FOR FUNDRAISER ON MAY 29, 2015

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Sections 17-3-1, 17-3-3, 21-17-1(3)(b)(ii) and 21-19-65 desires to donate the Southaven Arena ("Arena") to the Desoto County Friends of the NRA ("NRA") on May 29, 2015; and

WHEREAS, the City has control of the municipal property at the Arena and has the authority under the City's Rental Policy to donate use of the Arena to the NRA as it a 501(c)(3) and the NRA will use the Arena to host a fundraiser which will benefit youth sports, ROTC, law enforcement and youth education which advances the moral interest of the City; and

WHEREAS, the City finds that NRA's mission and purpose for this specific fundraiser at the Arena on May 29, 2015 is consistent with the mandates of Mississippi Code Section 21-17-1(3)(b)(ii) and 21-19-65 and allows the NRA to utilize property via an in-kind donation of the lease from the City; and

WHEREAS, the City finds that the NRA will raise funds at the May 29, 2015 fundraiser that will match or exceed the in-kind donation of the Arena provided by the City pursuant to Mississippi Code Section 21-19-65; and

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

SECTION 1. Pursuant to Mississippi Code Sections 21-17-1(3)(b)(ii) and 21-19-65, the Governing Body of the City hereby donates the Arena to the NRA on May 29, 2015 to assist with the fundraiser, which fundraiser will raise funds which exceed the in-kind donation of the City, and to assist the efforts of the fundraiser to benefit youth sports, ROTC, law enforcement and youth education for the advancement of the moral interest of the City.

SECTION 2. Pursuant to Mississippi Code Sections 17-3-1 and 17-3-3, the City also desires to advertise its City Facilities and desires to advance the moral interest of the City by allowing the Arena to be used by the NRA for the fundraiser based on the purposes of the fundraiser.

SECTION 3. The City hereby grants the NRA a variance from the City Rental Policy and allows alcohol to be served at the event on May 29, 2015 as the Desoto County Sheriff's Office will provide security in accordance with the City Facilities Use Policy.

SECTION 4. On behalf of the City, the Mayor or his designee is directed to take all actions to effectuate this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Beshears	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 3rd day of March, 2015.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK'S OFFICE

Minutes, City of Southaven, Southaven, Mississippi

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



Date of Hearing:	February 23, 2015
Public Hearing Body:	Planning Commission
Applicant	Sunny Sethi 1554 W Peace Street Canton, MS 601-613-1188
Total Acreage:	2.67 acres
Existing Zone:	Planned Commercial (C-4)
Location of Site Plan Application:	West side of Hwy 51, South side of First Commercial Drive North
Comprehensive Plan Designation:	Commercial District

Staff Comments:

The applicant is requesting site plan approval for a 4,400 sq. ft retail building to be located on 2.67 acres of property on the south side of Stateline Road, west of Hwy. 51.

The following design criteria has been submitted by the applicant:

Building Elevations:

The applicant is proposing to utilize the existing brick structure for the main bldg. and paint the brick to match the newly constructed areas which include: HVAC court, bldg. façade improvements and dumpster screen walls. The new construction utilizes a red brick for the primary color and a tan for accent brick. Per the renderings, the applicant will adjust the front façade by increasing the height of the center area over the entrance and at each end to give the appearance of raised columns. The accent brick will be used along the wainscot line and at the roof parapet cap. Additional accent brick is shown in areas of the columns along the front. The HVAC screen walls utilize the accent brick as well. The sides of the building and the rear of the building are not proposed with accent brick because the applicant is using the existing materials. The windows and door are proposed with pre-fab aluminum canopies shown in dark brown or bronze. Per the elevations, the gas canopy area will have solid brick columns matching the red brick of the building with the tan accent brick. The actual canopies are shown as blank and white, which is standard until a submittal comes in for the gas franchise. This approval will be handled separately and administratively per normal procedure.

Minutes, City of Southaven, Southaven, Mississippi

Landscape:

The applicant is showing the following planting schedule for the site:

Shade trees: Allee Elm at 3.5" caliper

Ornamental trees: Natchez Crape at 8' with 3 trunk minimum, Leland Cypress at 2.5" caliper

Shrubs: Dwarf Japanese Holly at 3 gallons.

The streetscape along Stateline Road is shown with a mixture of materials. On the west side of the access drive the applicant is proposing two crape myrtles with a meandering line of Japanese holly between. On the east side of the drive the applicant is showing a continuation of the shrub line with three Allee Elms and Leland Cypress incorporated. The monument sign for the site has been placed in this area and shows a ring of holly around the sign. The medians and the immediate area alongside the building are showing crape myrtles and holly. There is a narrow curb between the drive isle and Assembly Drive, which the applicant has shown a single solid row of holly. There is no screening shown around the dumpster area.

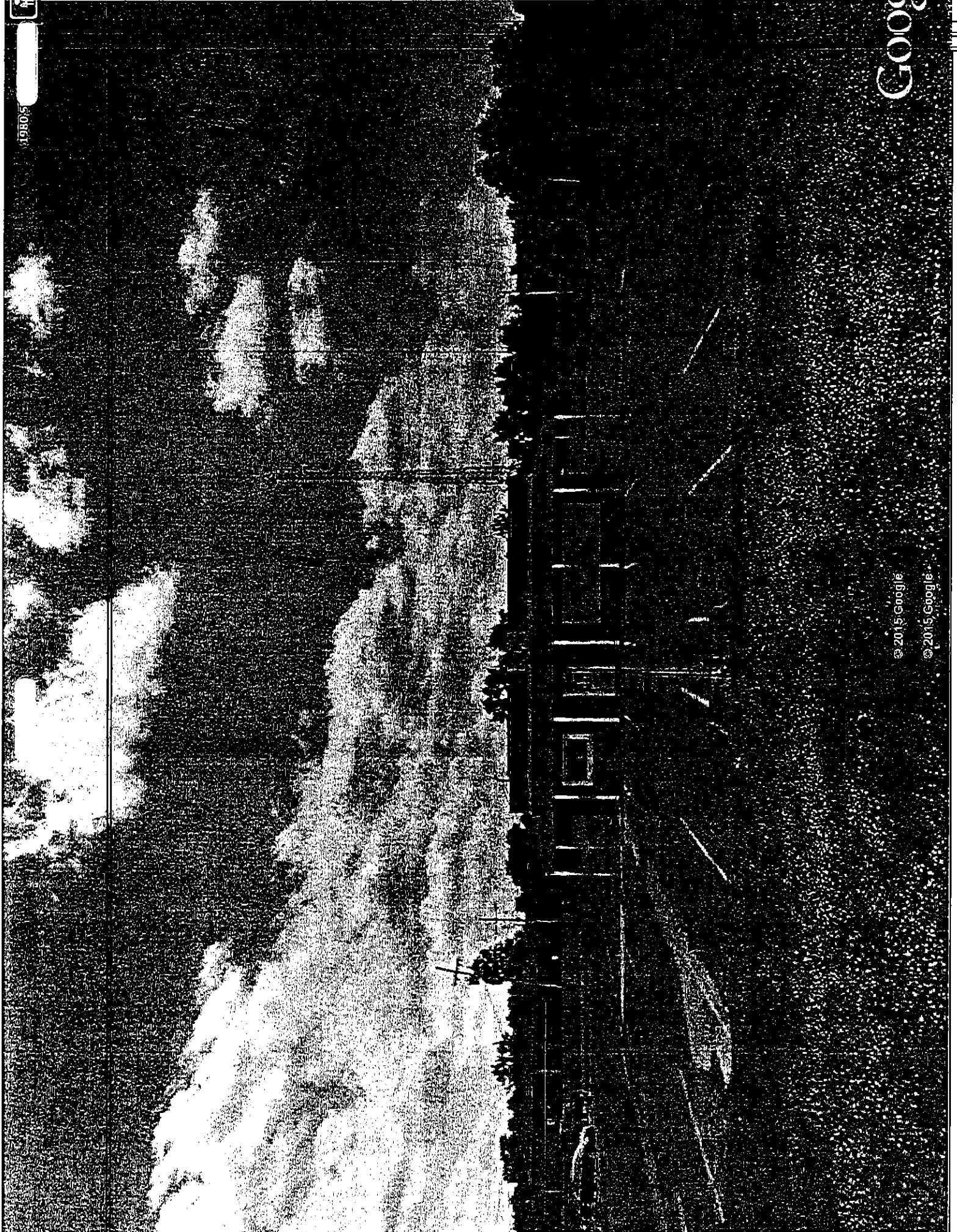
Decorative light poles have been located on two of the three entry points.

Staff Recommendations:

Staff is very leery with painting brick and matching new materials; however, this is a retro fit site so staff is willing to work with the applicant. Before the overall painting happens, staff would like to be notified and met on site for a sample area inspection next to the new brick to ensure the transition is agreeable. Additionally, with all new buildings, the City likes to see a mixture of materials. That being said, the applicant should incorporate stacked stone around the main entry on the Stateline Road side. Since the parking is situated on the west and south side, staff is concerned with access and appearance on the west side especially. Staff would like to see some additional design work on the west side so it appears more like a storefront. Staff is also concerned with the east side of the building not being broken up via material change. Staff does feel that a material change is not feasible since this side is part of the existing brick structure so staff suggests either placing faux windows or placing limestone accent areas for possible additional signage to match the tan accent brick.

The landscaping should be increased along Stateline Road. Staff would suggest a single row in a half circle design of double knock out roses around the Allee Elm on the northeast corner of the site and also around the back of the crape myrtle on the west side of the main entrance on Stateline Road. Staff would also add two Leyland cypresses on the west side of the access. Additionally, staff would like to see the single row of holly broken up on the east side by placing two to three Leyland cypresses in the mix to break up the line. The applicant should replace the two crape myrtles on the west side of the building with Allee Elms and add knock out roses around them. The applicant should place a single large Miscanthus with knock out roses around it on the north side of the HVAC unit walls. If the applicant agrees to plant even heavier on this west side, it may decrease the need to add storefront materials. Finally, as with all landscape designs, the applicant will be required to irrigate the landscape and provide irrigation as built to the City.

Minutes, City of Southaven, Southaven, Mississippi

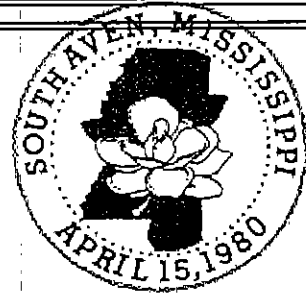


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Minutes, City of Southaven, Southaven, Mississippi

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



Date of Hearing:	February 23, 2015
Public Hearing Body:	Planning Commission
Applicant:	Cherrica Myers 1259B Main Street 901-239-1150
Total Acreage:	N/A
Existing Zone:	Planned Commercial (C-4)
Location of Conditional Use Application:	South side of Stateline Road, in the Desoto Plaza
Requirements for CUP:	<p>Spa (full service)</p> <p><i>"A licensed establishment with three (3) or more amenities all requiring licensed cosmetologist are provided on site to include but not limited to: massage, manicure/pedicure, hair styling, waxing, etc.). Barber shops, hair/beauty salons, hair studios, spa (full service), hair braiding establishments and Wigology establishments may locate in the stated zones with the stated requirements so long as an existing establishment of the same classification is not currently located within a half mile (1/2) radius of the newly proposed establishment."</i></p>
Comprehensive Plan Designation:	N/A
Staff Comments:	The applicant is requesting a conditional use permit to allow a full service spa to be located at 1259B Main Street in the Desoto Plaza. The applicant provided a menu of services with their paperwork detailing several amenities which qualifies it as a full service spa.
Staff Recommendations:	Staff has window surveyed the surrounding areas and did not find a full service spa within the 1/2 mile radius of this location. That being said, this site shall be designated as compliant with the requirements. Staff recommends approval for (1) year conditional use permit with a four (4) year extension to be renewed annually.

Minutes, City of Southaven, Southaven, Mississippi

Feb 1

-0 scan

CITY OF SOUTHAVEN CONDITIONAL USE APPLICATION

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

Location, size and address if possible: 1259B Main Street

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

Spa

OWNER	APPLICANT
Name: <u>Cherrica Myers</u>	Name: <u>Cherrica Myers</u>
Address: <u>1259B Main St.</u>	Address: <u>1259B Main St.</u>
Phone: <u>662-470-7929</u>	Phone: <u>901-239-1150</u>

THE APPLICATION SHALL BE ACCOMPANIED BY:

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

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

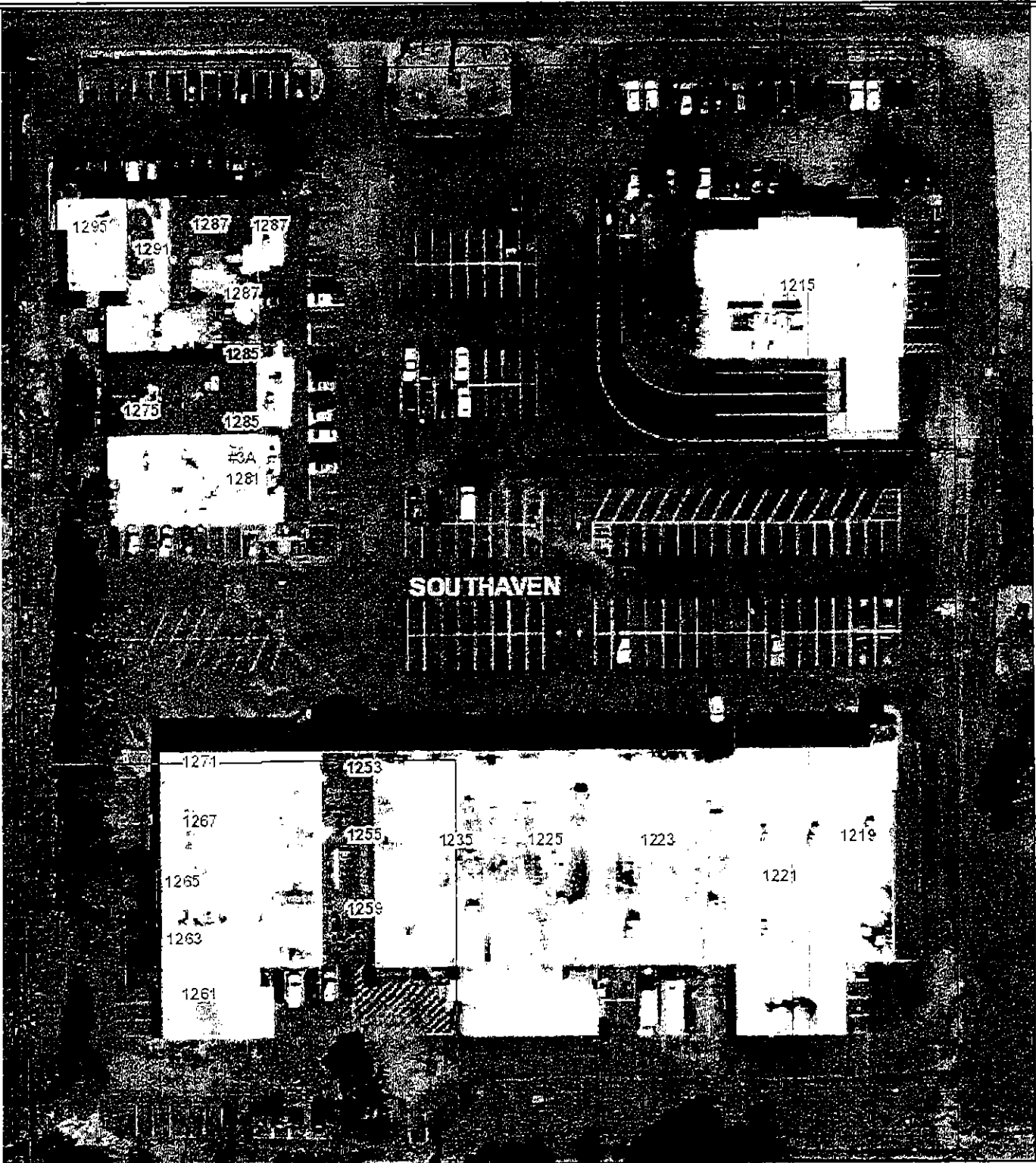
- a. Does not substantially increase traffic hazards or congestion.
- b. Does not substantially increase fire hazards.
- c. Does not adversely affect the character of the neighborhood.
- d. Does not adversely affect the general welfare of the City.
- e. Does not overtax public utilities or community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

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

Cherrica Myers
Signature of applicant

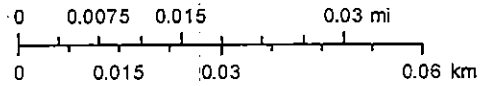
1-20-15
Date

Minutes, City of Southaven, Southaven, Mississippi 1259B Stateline



ry 17, 2015

1:1,128



Minutes, City of Southaven, Southaven, Mississippi

1-20-15

Cherrica Myers

For Your Skin Only Day Spa

1259B Main Street

Southaven, Ms. 38671

To Whom It May Concern,

For Your Skin Only Day Spa will comply with all the following rules:

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

For Your Skin Only Day Spa does not promote, allow, or do any of the mentioned rules above at the following location, 1259B Main Street, Southaven, Ms. 38671.

Sincerely,

Cherrica Myers

CITY OF SOUTHAVEN
PUBLIC NOTICE

ZONING HEARINGS

City Hall
8710 Northwest Drive
Southaven, MS 38671

PLANNING COMMISSION: 6:00p.m. February 23, 2015

BOARD OF ALDERMEN: 6:00p.m. March 17, 2015

REQUEST: Conditional Use

LOCATION: 1259 B Main Street

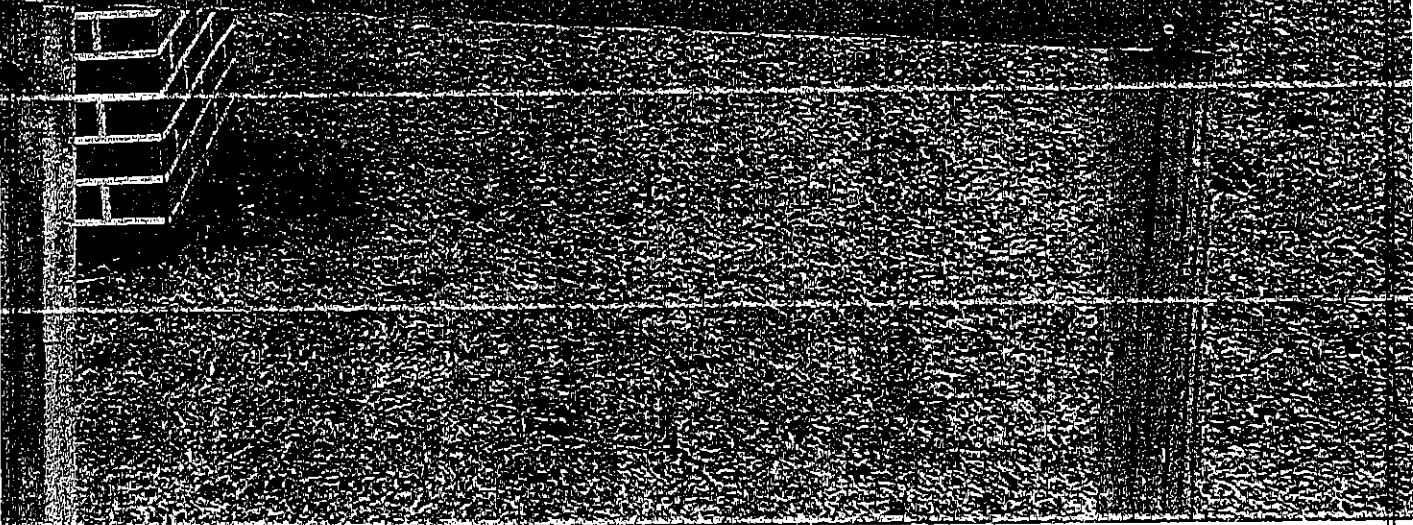
APPLICANT: For Your Skin Only Day Spa

PHONE NUMBER: 662-470-7929

Case File Available at City of Southaven
662-393-0111

Posting Date: February 8, 2015

Penalty for removing or defacing sign prior to date of last hearing



Minutes, City of Southaven, Southaven, Mississippi

Snowden Grove PUD Area 8 Addresses

<u>Lot No.</u>	<u>Address</u>	<u>Alternate</u>
558	5243 Ashdown Place Cove North	
559	5257 Ashdown Place Cove North	
560	5267 Ashdown Place Cove North	
561	5279 Ashdown Place Cove North	
562	5293 Ashdown Place Cove North	
563	5307 Ashdown Place Cove North	
564	5313 Ashdown Place Cove North	
565	5316 Ashdown Place Cove North	
566	5304 Ashdown Place Cove North	
567	5286 Ashdown Place Cove North	-3060 Forest Downs Cove
568	3074 Forest Downs Cove	
569	3084 Forest Downs Cove	
570	3096 Forest Downs Cove	
571	3108 Forest Downs Cove	
572	3116 Forest Downs Cove	
573	3126 Forest Downs Cove	
574	3121 Forest Downs Cove	
575	3109 Forest Downs Cove	
576	3095 Forest Downs Cove	
577	3083 Forest Downs Cove	
578	3071 Forest Downs Cove	
579	3059 Forest Downs Cove	5252 Ashdown Place North

What was recorded

Minutes, City of Southaven, Southaven, Mississippi

Snowden Grove PUD Area 8 Addresses

<u>Lot No.</u>	<u>Address</u>	<u>Alternate</u>
558	5243 Ashdown Place N.	
559	5257 Ashdown Place N.	
560	5267 Ashdown Place N.	
561	5279 Ashdown Place N.	
562	5293 Ashdown Place N.	
563	5307 Ashdown Place N.	
564	5313 Ashdown Place N.	
565	5316 Ashdown Place N.	
566	5304 Ashdown Place N.	
567	5286 Ashdown Place N.	-3060 Forest Down Cove
568	3074 Forest Down Cove	
569	3084 Forest Down Cove	
570	3096 Forest Down Cove	
571	3108 Forest Down Cove	
572	3116 Forest Down Cove	
573	3126 Forest Down Cove	
574	3121 Forest Down Cove	
575	3109 Forest Down Cove	
576	3095 Forest Down Cove	
577	3083 Forest Down Cove	
578	3071 Forest Down Cove	
579	3059 Forest Down Cove	5252 Ashdown Place N.

9/11 - approved

Minutes, City of Southaven, Southaven, Mississippi

MS FY 2014-17 TIP Project Ranking Scoresheet: Round II Applications

Mississippi Road Projects												
Project Name	Agency	Phase	LRTP #	Federal Funds Requested				Total Points	LRTP Status		Functional Class	
				2014	2015	2016	2017		In 2040 LRTP	Horizon Year		
Getwell Road Widening (Star Landing to Pleasant Hill)	DeSoto County	PE-D	00410003-00410005			\$192,000		33	Yes	2040	Urban Principal Arterial	
		ROW				\$240,000						
		CONST										
Commerce Street Extension (Della to Jaybird)	DeSoto County	PE-D	02810012-02810013			\$72,000		22	Yes	2030	New Road	
		ROW				\$512,000						
		CONST										
Funds per year:				\$0	\$0	\$264,000	\$752,000					
Total Funds Requested (Including Construction):				\$5,232,000								
Total Funds Quality (PE and ROW):				\$1,016,000								

Resurfacing Grouping				
Project Name	Agency	Federal Funds Requested	Total Points	
Hacks Cross Rd (MS-302 to Stateline Rd)	Olive Branch	\$640,000	34	
State Line Rd (Crumpler to MS-178)	Olive Branch	\$120,000	32	
State Line Rd (Davidson to Malone)	Olive Branch	\$220,000	26	
McIngvale Rd (Commerce to Byhalia)	Hernando	\$901,280	26	
Byhalia Rd Parkway to McIngvale)	Hernando	\$837,600	26	
Byhalia Rd Craft to MS-305)	Desoto County	\$256,000	23	
Davidson Rd (MS-302 to Stateline Rd)	Olive Branch	\$240,000	23	
Commerce Rd West (Lamar Place East to Caffey)	Hernando	\$491,200	21	
MS-304 (Emerald Forest to Tunica County Line)	Desoto County	\$256,000	19	
Red Banks Rd (Byhalia to Lee)	Desoto County	\$217,600	2	
Craft-Goodman Frontage Rd (Craft to MS-302 Bypass)	Olive Branch	\$380,000	28	
Camp Creek Blvd (Pigeon Roost to Craft-Goodman Frontage)	Olive Branch	\$240,000	26	
Total Funds Requested:		\$4,799,680		

Total Funds Qualify: \$4,179,680

Signalization Grouping				
Project Name	Agency	Federal Funds Requested	Total Points	
Bethel Rd and Business Center Dr	Olive Branch	\$150,000	23	
Magnolia Dr and Old Goodman Rd	Olive Branch	\$150,000	19	
Magnolia Dr and MS-178	Olive Branch	\$150,000	19	
Wal-Mart Entrance Old Goodman Rd and MS-302 Bypass (East)	Olive Branch	\$150,000	25	
	Olive Branch	\$200,000	22	
Total Funds Requested:		\$800,000		

Total Funds Qualify: \$450,000

Bicycle and Pedestrian Grouping				
Project Name	Agency	Federal Funds Requested	Total Points	
Stateline Rd (US-51 to Northwest Dr)	Southaven	\$693,368	29	
Total Funds Requested:		\$693,368		

Total Funds Qualify: \$693,368

Bridge Grouping				
Project Name	Agency	Federal Funds Requested	Total Points	
Stateline Rd	Olive Branch	\$640,000	35	
Total Funds Requested:		\$640,000		

Total Funds Qualify: \$640,000

Total STP Federal Funds Quality for FY: \$6,979,048

Minutes, City of Southaven, Southaven, Mississippi

RAYMOND JAMES®

February 12, 2015

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

Re: Disclosures by Senior Managing Underwriter
Pursuant to MSRB Rule G-17
City of Southaven Refunding Bonds, Series 2015

Mayor Musselwhite:

We are writing to provide you, as Mayor of the City of Southaven, Mississippi (Issuer) with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹.

The Issuer has engaged Raymond James & Associates, Inc. ("RJA") to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as senior managing underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. As senior managing underwriter, we are providing this letter on behalf of the underwriters that are members of the underwriting syndicate for the Bonds. You also may receive additional separate disclosure letters pursuant to Rule G-17 from one or more co-managing underwriters for the Bonds.

I. Disclosures Concerning the Underwriters' Role:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The primary role of the underwriters is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

Minutes, City of Southaven, Southaven, Mississippi

to act in the best interests of the Issuer without regard to their own financial or other interests.

(iv) The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(v) The underwriters will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

II. Disclosures Concerning the Underwriters' Compensation:

The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Additional Conflicts and Business Relationships Disclosures:

RJA has identified the following additional potential or actual material conflicts or business relationships we wish to call to your attention:

- In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.
- In the ordinary course of its business, RJA and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates for which they received or will receive customary fees and expenses.

Minutes, City of Southaven, Southaven, Mississippi

- We understand that the Issuer may use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities ("Refunded Bonds"). To the extent that Raymond James or an affiliate thereof owns Refunded Bonds, Raymond James or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

IV. Disclosures Concerning Structure of Municipal Securities Financing:

Since RJA has recommended to the Issuer a financing structure that may be considered a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at this time.

In accordance with the requirements of MSRB Rule G-17, if RJA recommends a "complex municipal securities financing" to the Issuer that is not otherwise described herein, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at that time.

If you or any other Issuer official has any questions or concerns about these disclosures, then please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

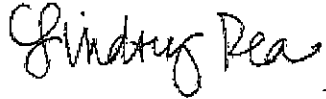
It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under MSRB Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me at the address set forth above/below. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

Minutes, City of Southaven, Southaven, Mississippi

Sincerely,



Lindsey Rea
Vice President
RAYMOND JAMES & ASSOCIATES, INC.

Acknowledgement:

Signature:  Date: 2-18-15
Darren Musselwhite, Mayor
City of Southaven, Mississippi

CC: Nick Manly, Butler Snow, Issuer's Counsel
Elizabeth Clark, Butler Snow, Bond Counsel

Minutes, City of Southaven, Southaven, Mississippi

Fixed Rate Structure Disclosure

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds. If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your particular issue.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to

Minutes, City of Southaven, Southaven, Mississippi

state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following

Issuer Default Risk

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it

Minutes, City of Southaven, Southaven, Mississippi

necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited. This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Minutes, City of Southaven, Southaven, Mississippi



The City of Southaven Docket Recap March 3, 2015

General Fund		332,060.54
Balance Sheet	-	
Mayor Admin	19.80	
Board of Aldermen	-	
Arts And Cultural Affairs	2,105.71	
Court	5,838.55	
Finance & Administration	255.59	
Information Technology	35,247.88	
City Clerk	3,157.16	
Operations Department	-	
Planning & Engineering	274.68	
Police	42,108.84	
Fire	13,920.74	
Fire Prevention	-	
EMS	2,999.14	
Public Works	13,213.78	
Streets	76,346.35	
Parks	28,769.31	
Park Tournaments	16,539.30	
Code Enforcement	606.81	
City Fuel	-	
Expense Accounts	70,370.90	
Administrative Expenses	-	
Litigation	3,241.17	
Liability Insurance	1,424.00	
Professional Dues	15,620.83	
Bond Funded CAP Proj		15,603.36
Tourist & Convention		805.50
Debt Service		1,402,923.06
Utility Fund		709,174.94
Sanitation Fund		91,217.53
Payroll Fund		-
DOCKET TOTAL		2,551,784.93

Minutes, City of Southaven, Southaven, Mississippi

02/27/2015 10:44 1540ppyle	CITY OF SOUTHAVEN FY 2015 CLAIMS DOCKET C-030315	P apinvgl	YEAR/PERIOD: 2015/5 TO 2015/6 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
111			MAYOR ADMIN DEPARTMENT						
0010-100-111-00-610400-			OFFICE SUPPLIES						
021382	PETTY CASH		2015 5 INV A	22515			19.80	C-030315	CITY CLERK, FD, EXECU
			ACCOUNT TOTAL				19.80		
			ORG 111				19.80		
			TOTAL						
120			ARTS AND CULTURAL AFFAIRS						
0010-400-120-00-622100-			PROFESSIONAL FEES						
004489	JOHNSON CINDY		2015 5 INV A	90-15			270.00	C-030315	AEROBICS CLASS 2/11
013370	MARY J. CAIN		2015 5 INV A	3-15			120.00	C-030315	LINE DANCE CLASS 2/
015915	WISEMAN CYNTHIA		2015 5 INV A	108-15			225.00	C-030315	AEROBICS CLASS 2/3-
016884	MCARTHUR MARGARET		2015 5 INV A	176-15			105.00	C-030315	ART CLASS
016884	MCARTHUR MARGARET		2015 5 INV A	177-15			105.00	C-030315	ART CLASSES
016884	MCARTHUR MARGARET		2015 5 INV A	178-15			105.00	C-030315	ART CLASS
			ACCOUNT TOTAL				315.00		
017200	SMITH JOYCE W		2015 5 INV A	137-15			25.00	C-030315	YOGA CLASS
018047	ROBBINS JANICE		2015 5 INV A	2-15			90.00	C-030315	YOGA CLASS 2/2-2/23
021019	CAIN LINDA A		2015 5 INV A	51-15			60.00	C-030315	LINE DANCE CLASS
021618	SHINDIGZ		2015 5 INV A	W30068390001			195.19	C-030315	SUPPLIES FOR FEB. 2
			ACCOUNT TOTAL				1,300.19		
0010-400-120-00-625700-			TELEPHONE/POSTAGE						
019759	HAMBLIN ANN		2015 5 INV A	021815			25.00	C-030315	CELL SERVICES - SEN
			ACCOUNT TOTAL				25.00		
0010-400-120-00-630404-			HOMETOWN MISSISSIPPI						
007994	FRONTIER STRATEGIES		2015 5 INV A	3152015			780.52	C-030315	CITY'S PORTION OF W
			ACCOUNT TOTAL				780.52		
			ORG 120				2,105.71		
			TOTAL						
125			COURT DEPARTMENT						
0010-100-125-00-621500-			COURT BOND REFUND						
022905	SANTOS RICARDO CRUZ		2015 5 INV A	21815			679.00	C-030315	CASH BOND REFUND
022906	MIRANDA MALAQUIAS		2015 5 INV A	21815			1,450.00	C-030315	CASH BOND REFUND
022908	PAUTSCH JARED REED		2015 5 INV A	2192015			700.00	C-030315	CASH BOND REFUND

Minutes, City of Southaven, Southaven, Mississippi



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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-UJ0315

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YEAR/PERIOD: ACCOUNT/VENDOR	2015/5 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
022910 MARTINEZ OSCAR	21215		2015 5 INV A	967.00 C-030315		CASH BOND REFUND
022911 LOPEZ CRISTIAN CHANC	22015		2015 5 INV A	476.00 C-030315		CASH BOND REFUND
022912 KEY WILLIAM PAUL	22015		2015 5 INV A	27.00 C-030315		CASH BOND REFUND
022913 ORTEGA LAURA VERONIC	22015		2015 5 INV A	250.00 C-030315		CASH BOND REFUND
			ACCOUNT TOTAL	4,549.00		
0010-100-125-00-621505- 007600 OFFICE DEPOT	755127102001		COURT SUPPLIES 2015 5 INV A	69.00 C-030315		2 PRONG FASTENERS,P
			ACCOUNT TOTAL	69.00		
0010-100-125-00-622100- 007504 PAETEC	58174300		PROFESSIONAL SERVICES 2015 5 INV A	670.55 C-030315		PHONE SERVICE-COURT
017731 OWENS ELIZABETH	021815		2015 5 INV A	200.00 C-030315		SPECIAL PROSECUTOR
017731 OWENS ELIZABETH	22515		2015 5 INV A	200.00 C-030315		SPECIAL PROSECUTOR-
			ACCOUNT TOTAL	400.00		
			ACCOUNT TOTAL	1,070.55		
0010-100-125-00-626900- 017227 UNIVERSITY OF MISSIS CL08715			TRAVEL & TRAINING 2015 5 INV A	150.00 C-030315		CONFERENCE REGISTRA
			ACCOUNT TOTAL	150.00		
145 0010-100-145-00-610400- 007600 OFFICE DEPOT	753750076001		ORG 125 TOTAL DEPARTMENT OF FINANCE & ADMIN OFFICE SUPPLIES 2015 5 INV A	5,838.55 51.59 C-030315		HR FILES LABELS
			ACCOUNT TOTAL	51.59		
0010-100-145-00-626900- 018529 HAMPTON INN OXFORD	33734		TRAVEL & TRAINING 2015 5 INV A	204.00 C-030315		LODGING-PYLE,MCREE,
			ACCOUNT TOTAL	204.00		
			ORG 145 TOTAL	255.59		
150 0010-100-150-00-610400- 007600 OFFICE DEPOT	1756389970		INFORMATION TECHNOLOGY OFFICE SUPPLIES 2015 5 INV A	6.60 C-030315		ITEC SUPPLIES
			ACCOUNT TOTAL	6.60		
0010-100-150-00-610500-			ACCOUNT TOTAL			COMPUTERS

Minutes, City of Southaven, Southaven, Mississippi

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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-030315

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ACCOUNT/VENDOR	YEAR/PERIOD: 2015/5 TO 2015/6	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000342 DELL MARKETING LP	XJMW3KTM6			2015 5 INV A	1,705.41 C-030315		ITEC LAPTOP - LOMAN
000342 DELL MARKETING LP	XJMWK1JK9		15000159	2015 5 INV A	10,563.60 C-030315		10 DELL 9020 MINI T
000342 DELL MARKETING LP	XJMWK1JK7		15000160	2015 5 INV A	11,956.20 C-030315		10 DELL OPTIPLEX 90
000342 DELL MARKETING LP	XJN1R7NM1			2015 5 INV A	1,779.00 C-030315		OFFICE FOR ITEC LAP
000342 DELL MARKETING LP	XJN3JJPX91		150000296	2015 5 INV A	4,855.80 C-030315		VLA OFFICE STD 2013
					30,860.01		
000739 CDW GOVERNMENT INC	SN38852			2015 5 INV A	110.38 C-030315		IPAD CASE- ITEC - C
000739 CDW GOVERNMENT INC	SN69498			2015 5 INV A	229.66 C-030315		ADOBE FOR CAO
					340.04		
001091 BLUFF CITY ELECTRONI	ME387875-01			2015 5 INV A	64.09 C-030315		CABLES FOR CID
001102 SOUTHAVEN SUPPLY	149512			2015 5 INV A	.99 C-030315		WIRING BOX FOR WALL
001102 SOUTHAVEN SUPPLY	158013			2015 5 INV A	7.29 C-030315		HARDWARE FOR TIME C
					8.28		
007600 OFFICE DEPOT	1756389972			2015 5 INV A	18.39 C-030315		SPEAKERS
007600 OFFICE DEPOT	1757023870			2015 5 INV A	36.18 C-030315		CABLE & SPEAKERS -
007600 OFFICE DEPOT	1759101324			2015 5 INV A	95.97 C-030315		ITEC SUPPLIES
					150.54		
009508 OFFICE TRACKER	41556			2015 5 INV A	1,145.00 C-030315		OFFICE TRACKER SUBS
022924 DATACOMM SERVICES CO	7828			2015 5 INV A	125.57 C-030315		REPAIR TO FIBER/CIT
					32,693.53		
0010-100-150-00-612500-				ACCOUNT TOTAL			
006877 TACTGEAR INC	3808			UNIFORMS			UNIFORM ALLOT - V.
				2015 5 INV A	133.54 C-030315		
					133.54		
0010-100-150-00-614000-				ACCOUNT TOTAL			
006919 FUELMAN	NP43571135			GASOLINE/OIL			ITEC FUEL
				2015 5 INV A	157.01 C-030315		
					157.01		
0010-100-150-00-625700-				ACCOUNT TOTAL			
001137 FEDEX	2-935-78482			TELEPHONE/POSTAGE			SHIPPING-CHARGES
001137 FEDEX	2-943-29607			2015 5 INV A	23.72 C-030315		ITEC SHIPPING
				2015 5 INV A	77.49 C-030315		
					101.21		
					101.21		
0010-100-150-00-626900-				ACCOUNT TOTAL			
000151 APCO INTERNATIONAL I	21015HITT			TRAVEL & TRAINING			J. HITT CTO RECEIPT
				2015 5 INV A	30.00 C-030315		

Minutes, City of Southaven, Southaven, Mississippi



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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-U0315

YEAR/PERIOD: 2015/5 TO 2015/6
ACCOUNT/VENDOR INVOICE

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ACCOUNT/VENDOR	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000151 APCO INTERNATIONAL I 21015ROSENBE	2015 5 INV A	30.00 C-030315		D. ROSENBERG CTO RE
		60.00		
018071 PUBLIC SAFETY ACADEM 339	2015 5 INV A	600.00 C-030315		BOUCHARD/BROOKS TRA
018529 HAMPTON INN OXFORD 33700	2015 5 INV A	204.00 C-030315		HOTEL - M. DUNCAN
	ACCOUNT TOTAL	864.00		
	ORG 150 TOTAL	33,955.89		
155 0010-100-155-00-610400- 007600 OFFICE DEPOT	CITY CLERK 2015 5 INV A	96.54 C-030315		ANDREA'S OFFICE FUR
	ACCOUNT TOTAL	96.54		
0010-100-155-00-625700- 001338 PURCHASE POWER	TELEPHONE & POSTAGE 2015 5 INV A	1,256.92 C-030315		POSTAGE
007504 PAETEC	2015 5 INV A	722.95 C-030315		CITY HALL/PW PHONE
021382 PETTY CASH	2015 5 INV A	16.05 C-030315		CITY CLERK, FD, EXECU
	ACCOUNT TOTAL	1,995.92		
0010-100-155-00-626100- 001185 DESOTO TIMES-TRIBUNE 300076016	ADVERTISING 2015 5 INV A	102.70 C-030315		AMEND LOITERING
	ACCOUNT TOTAL	102.70		
0010-100-155-00-626900- 002945 MS MUNICIPAL CLERKS 22515	TRAVEL & TRAINING 2015 5 INV A	150.00 C-030315		P PYLE-GRADUATION F
016889 CENTER FOR GOVERN 22415	2015 5 INV A	200.00 C-030315		D KELLEY SPRING CER
018529 HAMPTON INN OXFORD 33734	2015 5 INV A	612.00 C-030315		LODGING-PYLE, MCREE,
	ACCOUNT TOTAL	962.00		
	ORG 155 TOTAL	3,157.16		
180 0010-100-180-00-611300- 002352 DEPARTMENT OF REVENU 1018215	PLANNING / ENGINEERING DEPT MOTOR VEH REPAIRS/MAINT 2015 5 INV A	9.00 C-030315		2002 FORD RANGER TI
	ACCOUNT TOTAL	9.00		
0010-100-180-00-612500- 000983 PARAMOUNT UNIFORMS R 0281492 000983 PARAMOUNT UNIFORMS R 0282801	UNIFORMS 2015 5 INV A 2015 5 INV A	14.99 C-030315 14.99 C-030315		UNIFORMS UNIFORMS

Minutes, City of Southaven, Southaven, Mississippi

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000983	PARAMOUNT UNIFORMS R		281890			2015 5 INV A	6.53 C-030315		BLDG DEPT. UNIFORM
000983	PARAMOUNT UNIFORMS R		283226			2015 5 INV A	6.53 C-030315		BLDG. DEPT. UNIFORM
							43.04		
021382	PETTY CASH		22515			2015 5 INV A	25.00 C-030315		CITY CLERK, FD, EXECU
						ACCOUNT TOTAL	68.04		
0010-100-180-00-614000-						GASOLINE/OIL			
007600	OFFICE DEPOT		754359933001			2015 5 INV A	174.66 C-030315		INK FOR CODE ENFORC
						ACCOUNT TOTAL	174.66		
0010-100-180-00-620800-						URBAN FORESTRY			
021382	PETTY CASH		22515			2015 5 INV A	22.98 C-030315		CITY CLERK, FD, EXECU
						ACCOUNT TOTAL	22.98		
						ORG 180 TOTAL	274.68		
211									
0010-200-211-00-611000-						POLICE DEPARTMENT			
000584	MID SOUTH UNIFORM &		526371			2015 5 INV A	532.00 C-030315		VANDERFORD, HAL VEST
001102	SOUTHAVEN SUPPLY		157540			2015 5 INV A	16.78 C-030315		TIE STRAPS
						ACCOUNT TOTAL	548.78		
0010-200-211-00-611300-						MAINTENANCE VEHICLES			
000611	SIGNS & STUFF		90971			2015 5 INV A	530.00 C-030315		DECALS, MESSAGE BOAR
000836	COUNTRY FORD INC		302278			2015 5 INV A	659.67 C-030315		3080-BRAKE SHOES, R
000836	COUNTRY FORD INC		302383			2015 5 INV A	374.54 C-030315		2769 - MANIFOLD ASS
000836	COUNTRY FORD INC		302404			2015 5 INV A	310.70 C-030315		3050-BLOWER MOTOR,
000836	COUNTRY FORD INC		302483			2015 5 INV A	310.70 C-030315		3085-BLOWER MOTOR
							1,655.61		
001101	SNAPPY WINDSHIELD		SHP-202			2015 5 INV A	45.00 C-030315		3088-WINDSHIELD REP
001114	UNION AUTO PARTS		330193-00			2015 5 INV A	191.49 C-030315		ARMADA-BRAKES & ROT
001114	UNION AUTO PARTS		337953-00			2015 5 INV A	53.86 C-030315		BULBS
							245.35		
001962	IDEAL TIRE SALES		450533			2015 5 INV A	90.00 C-030315		ARMADA - BRAKE JOB
001962	IDEAL TIRE SALES		450665			2015 5 INV A	38.00 C-030315		3089-MT & BALANCE
001962	IDEAL TIRE SALES		450718			2015 5 INV A	99.95 C-030315		3098-MT & BALANCE
							227.95		

Minutes, City of Southaven, Southaven, Mississippi



CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-030315

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YEAR/PERIOD: 2015/5 TO 2015/6
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR	TYP	S	PO	DESCRIPTION	WARRANT	CHECK	DESCRIPTION	
002352 DEPARTMENT OF REVENU	2015	5	INV	A	22415	177.00	C-030315	TAG RENEWALS (S.I.D	
002352 DEPARTMENT OF REVENU	2015	5	INV	A	2908215	9.00	C-030315	2004 HARLEY TITLE F	
002352 DEPARTMENT OF REVENU	2015	5	INV	A	3764215	9.00	C-030315	2004 HARLEY TITLE F	
002352 DEPARTMENT OF REVENU	2015	5	INV	A	7898215	9.00	C-030315	2010 DODGE TITLE FE	
002352 DEPARTMENT OF REVENU	2015	5	INV	A	7899215	9.00	C-030315	2010 DODGE TITLE FE	
						213.00			
006706 LANDERS DODGE	2015	5	INV	A	173200	30.70	C-030315	3068-O/C	
006706 LANDERS DODGE	2015	5	INV	A	175162	76.88	C-030315	3045-O/C WASHER NOZ	
006706 LANDERS DODGE	2015	5	INV	A	175405	722.72	C-030315	3068-RADIATOR & COO	
006706 LANDERS DODGE	2015	5	INV	A	176686	36.45	C-030315	3106-O/C	
006706 LANDERS DODGE	2015	5	INV	A	182584	1,018.60	C-030315	3109-BRAKES,PADS	
006706 LANDERS DODGE	2015	5	INV	A	183062	34.95	C-030315	3092-O/C	
006706 LANDERS DODGE	2015	5	INV	A	183785	36.45	C-030315	3095-O/C	
006706 LANDERS DODGE	2015	5	INV	A	184013	34.95	C-030315	3125-O/C	
006706 LANDERS DODGE	2015	5	INV	A	184125	34.95	C-030315	3093-O/C	
006706 LANDERS DODGE	2015	5	INV	A	186681	36.45	C-030315	3091-O/C	
						2,063.10			
007304 O'REILLYS AUTO PARTS	2015	5	INV	A	1257-188486	31.92	C-030315	BULBS	
007304 O'REILLYS AUTO PARTS	2015	5	INV	A	1257-188675	7.99	C-030315	2776-AIR FILTER	
007304 O'REILLYS AUTO PARTS	2015	5	INV	A	1257-188840	29.99	C-030315	BALL JOINT F250 DIE	
007304 O'REILLYS AUTO PARTS	2015	5	INV	A	1257-189257	71.76	C-030315	DE-ICER PATROL	
007304 O'REILLYS AUTO PARTS	2015	5	INV	A	1257-189500	117.27	C-030315	3072-BATTERY	
007304 O'REILLYS AUTO PARTS	2015	5	CRM	A	1257-189514	-18.00	C-030315	REFUND	
						240.93			
011610 SOUTHERN THUNDER	2015	5	INV	A	301905	88.79	C-030315	3100-SHIFTER STRIPP	
019700 CHOICE TOWING	2015	5	INV	A	18331	55.00	C-030315	3080-TOW	
019912 GOODYEAR TIRE	2015	5	INV	A	41541003	1,253.38	C-030315	TIRES	
022896 VALVOLINE	2015	5	INV	A	69477	42.13	C-030315	3070-O/C ARMADA	
022896 VALVOLINE	2015	5	INV	A	69670	38.74	C-030315	3105-O/C	
022896 VALVOLINE	2015	5	INV	A	69714	39.08	C-030315	2776-O/C	
022896 VALVOLINE	2015	5	INV	A	69958	57.43	C-030315	3106-O/C & AIR FILT	
022896 VALVOLINE	2015	5	INV	A	70005	57.77	C-030315	3047-O/C & AIR FILT	
						235.15			
						6,853.26			
ACCOUNT TOTAL									
0010-200-211-00-612200-									
000615 PAYNES LOCKSMITH SER 7701			2015	5	INV	A	135.70	C-030315	RANGE - LOCKSET
						135.70			
ACCOUNT TOTAL									
UNIFORMS									

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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-030315

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ACCOUNT/VENDOR	YEAR/PERIOD: 2015/5 TO 2015/6	PO	INVOICE	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
012445 ACCURATE LAW ENFOR	6565			2015 5 INV A	63.98 C-030315		ROSENBERG, BRYAN 20
014492 LOGAZINO BRETT	22415			2015 5 INV A	34.21 C-030315		RIDING GLOVES-2015
021916 MIDSOUTH SOLUTIONS	72016			2015 5 INV A	207.70 C-030315		SANDERS, KEVIN 2015
021916 MIDSOUTH SOLUTIONS	72111			2015 5 INV A	662.37 C-030315		RICH, JOEL N/H ALLO
					870.07		
					968.26		
					5,275.33 C-030315		FUEL FOR SPD
0010-200-211-00-614000- 006919 FUELMAN	NP43539910				5,275.33		
					1,457.23 C-030315		FOOD FOR K-9
0010-200-211-00-614900- 019336 HOLLYWOOD FEED	4062403				1,457.23		
					43.88 C-030315		INTERPRETER BY PHON
0010-200-211-00-622100- 002564 LANGUAGE LINE SERVIC	3540419				224.00 C-030315		NCIC SUPPORT JAN 20
014326 INFORMATION INFORM	90014120				267.88		
					2,714.72 C-030315		8691 NORTHWEST DR
0010-200-211-00-625700- 000966 ENTERGY	374238370315				2,645.96 C-030315		SPD AIRCARDS
001095 VERIZON WIRELESS	9740312344				3,008.97 C-030315		CELLPHONES-PD
001167 AT&T MOBILITY	19X02112015				192.53 C-030315		PHONE SERVICE - POL
001234 CENTURYLINK	300091220315				98.01 C-030315		PHONE SERVICE - POL
001234 CENTURYLINK	300091240315				47.90 C-030315		PHONE SERVICE - POL
001234 CENTURYLINK	300095240315				338.44		
					557.16 C-030315		PHONE SERVICE - POL
007504 PAETEC	58165085				9,265.25		
					21.49 C-030315		5730 STATELINE RD W
0010-200-211-00-626000- 000966 ENTERGY	110165330315				188.45 C-030315		1855 FIRST COMMERC
000966 ENTERGY	119287240315				7.82 C-030315		367 PASCO RD W
000966 ENTERGY	155403210315				18.95 C-030315		4085 STATELINE RD
000966 ENTERGY	168326360315				18.18 C-030315		3005 STANTON RD S
000966 ENTERGY	176244950315				7.82 C-030315		1200 BROOKHAVEN DR
000966 ENTERGY	311665230315						

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CITY OF SOUTHAVEN
FY 2015 CHAINS DOCKET C-030315

YEAR/PERIOD: 2015/5 TO 2015/6
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR TYP S	PO	WARRANT	CHECK	DESCRIPTION
000966 ENTERGY	2015 5 INV A	424939990315	469.09 C-030315		8191 TULANE RD
000966 ENTERGY	2015 5 INV A	432771850315	11.13 C-030315		8191 TULANE RD RANG
			742.93		
			742.93		
0010-200-211-00-626102-					
006917 THE SHOP	2015 5 INV A	2285	750.00 C-030315		NEIGHBORHOOD WATCH
			750.00		
0010-200-211-00-626500-					
020454 DIRECTFX	2015 5 INV A	M3989	100.00 C-030315		MOORE/KERN BCARDS
			100.00		
0010-200-211-00-626900-					
000597 SIRCHIE FINGER PRINT	2015 5 INV A	0196079-IN	500.00 C-030315		SAMPLES/FENNEL - P
002348 MMACP	2015 5 INV A	2015-FOSHEE	50.00 C-030315		MIKE FOSHEE DUES
002348 MMACP	2015 5 INV A	2015-LONG	50.00 C-030315		TOM LONG DUES
002348 MMACP	2015 5 INV A	2015-PIRTLE	50.00 C-030315		STEVE PIRTLE DUES
002348 MMACP	2015 5 INV A	2015-ANDERSON	50.00 C-030315		MATT ANDERSON DUES
			200.00		
003721 MISSISSIPPI TACTICAL	2015 5 INV A	22415	550.00 C-030315		CHANDLER, GIFFORD, FO
005829 CHANDLER RICHARD	2015 5 INV A	21315	280.00 C-030315		FBI-LEEDA
008981 LOGAN JEFF	2015 5 INV A	22315	82.00 C-030315		SCENARIO TRAINING
009472 CUNNINGHAM WILL	2015 5 INV A	21315	280.00 C-030315		FBI LEEDA
010735 SAMPLES TODD	2015 5 INV A	21315	123.00 C-030315		SIRCHIE CLASS MEAL
014106 HERO GEAR	2015 5 INV A	1072	100.00 C-030315		PKT GUIDE MS CRIM I
019126 FENNEL, ALEX	2015 5 INV A	21315	123.00 C-030315		SIRCHIE CLASS MEAL
022915 TEXAS LANTANA	2015 5 INV A	22415	1,837.50 C-030315		FOX/TESSARO TRAININ
022925 JAFFE JEFF	2015 5 INV A	21815	123.00 C-030315		DETECTING THE LIE T
022926 ABEL JACOB	2015 5 INV A	21815	123.00 C-030315		DETECTING THE LIE T
			4,321.50		
0010-200-211-00-630400-					
000927 RAY ALLEN MFG CO INC	2015 5 INV A	15000136	1,499.99 C-030315		K9 TRAINING SUIT

MACHINERY & EQUIPMENT

Minutes, City of Southaven, Southaven, Mississippi

ACCOUNT/VENDOR	YEAR/PR TYP S	PO	DESCRIPTION	WARRANT	CHECK	DESCRIPTION
0010-200-211-00-661800-007600 OFFICE DEPOT	2015 5 INV A	15000132	CONFISCATED FUNDS-LOCAL	782.89	C-030315	OFFICE FURNITURE FO
009591 TRI FIRMA	2015 5 INV A	3994QB		223.82	C-030315	NARCOTICS DIVISION/
019694 MID-SOUTH TELECOM	2015 5 INV A	19694		3,576.95	C-030315	VETERAMS DRIVE VOIC
019694 MID-SOUTH TELECOM	2015 5 INV A	33608		4,994.00	C-030315	CAMERA SYSTEM FOR
			ACCOUNT TOTAL	8,570.95		
			ACCOUNT TOTAL	9,577.66		
			ORG 211 TOTAL	41,763.77		
290			FIRE DEPARTMENT			
0010-200-290-00-610400-019739 STAPLES ADVANTAGE	2015 5 INV A	3255952595	OFFICE SUPPLIES	74.25	C-030315	STATION 3-SUPPLIES
			ACCOUNT TOTAL	74.25		
0010-200-290-00-611000-019739 STAPLES ADVANTAGE	2015 5 INV A	32559582592	MATERIALS	113.99	C-030315	I-PAD CASE/BATTALIO
021382 PETTY CASH	2015 5 INV A	22515		17.94	C-030315	CITY CLERK, FD, EXECU
022514 NEW PIG	2015 5 INV A	21513326-01		395.40	C-030315	HAZ-MAT TAPE
			ACCOUNT TOTAL	527.33		
0010-200-290-00-611300-000882 MATHIS TIRE & AUTO	2015 5 INV A	9035440	MAINTENANCE VEHICLES	31.90	C-030315	200/WINDSHIELD WIPE
002352 DEPARTMENT OF REVENU	2015 5 INV A	2957215		9.00	C-030315	2010 DODGE TITLE FE
002352 DEPARTMENT OF REVENU	2015 5 INV A	3010215		9.00	C-030315	1989 FED M CYCLONE
002352 DEPARTMENT OF REVENU	2015 5 INV A	3308215		9.00	C-030315	1994 EMERG ONE TITL
002352 DEPARTMENT OF REVENU	2015 5 INV A	5753215		9.00	C-030315	1994 INTNL FIRE TRU
			ACCOUNT TOTAL	36.00		
004070 AUTO ZONE #9	2015 5 INV A	9974939		9.89	C-030315	FOG LIGHT
021382 PETTY CASH	2015 5 INV A	22515		20.00	C-030315	CITY CLERK, FD, EXECU
			ACCOUNT TOTAL	97.79		
0010-200-290-00-612200-020832 EEP	2015 5 INV A	413439	MAINTENANCE EQUIPMENT & BUILD	245.00	C-030315	FACE PIECE BRACKET
			ACCOUNT TOTAL	245.00		

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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-030315

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ACCOUNT/VENDOR	YEAR/PERIOD: 2015/5 TO 2015/6	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010-200-290-00-614000-006919 FUELMAN		NP43539934		FUEL & OIL 2015 5 INV A	46.11 C-030315		FUEL CARDS
				ACCOUNT TOTAL	46.11		
0010-200-290-00-625700-001137 FEDEX		2-935-78482		TELEPHONE & POSTAGE 2015 5 INV A	46.42 C-030315		SHIPPING CHARGES
002351 COMCAST		914612041215		2015 5 INV A	102.85 C-030315		6285 SNOWDEN LN/COM
021382 PETTY CASH		22515		2015 5 INV A	117.69 C-030315		CITY CLERK, FD, EXECU
				ACCOUNT TOTAL	266.96		
0010-200-290-00-626000-000966 ENERGIY		50134691215		UTILITIES 2015 5 INV A	610.19 C-030315		8945 TULANE RD
000966 ENERGIY		51589596215		2015 5 INV A	871.01 C-030315		1940 STATELINE RD W
				ACCOUNT TOTAL	1,481.20		
001145 ATMOS ENERGY		205213960215		2015 5 INV A	827.02 C-030315		6050 ELMORE RD-FS #
				ACCOUNT TOTAL	2,308.22		
0010-200-290-00-626700-020843 TESS COMPANY		351748		RENTALS 2015 5 INV A	122.00 C-030315		OXYGEN RENTAL
020843 TESS COMPANY		353026		2015 5 INV A	49.70 C-030315		OXYGEN
				ACCOUNT TOTAL	171.70		
0010-200-290-00-626900-000958 MS STATE FIRE ACADEM		22692		TRAVEL & TRAINING 2015 5 INV A	730.00 C-030315		LOGAN & STODDARD
016031 SCANTRON		192388B		2015 5 INV A	612.00 C-030315		SCANTRON
016889 CENTER FOR GOVERN		21315		2015 5 INV A	200.00 C-030315		S TITTLE SPRING CER
				ACCOUNT TOTAL	1,542.00		
0010-200-290-00-630400-000701 SUNBELT FIRE APPARAT		88910		MACHINERY & EQUIPMENT 2015 5 INV A	2,131.00 C-030315		LEATHER BOOTS
000949 INTEGRATED COMMUNICA		6393		15000149 2015 5 INV A	1,627.50 C-030315		ANTENNAS
				ACCOUNT TOTAL	3,758.50		
				ORG 290 TOTAL	9,037.86		

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ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR TYP S	PO	WARRANT	CHECK	DESCRIPTION
297					
0010-200-297-00-610701-					
000335 MOORE MEDICAL CORP	2015 5 INV A	15000153	57.80 C-030315		MEDICAL SUPPLIES
000335 MOORE MEDICAL CORP	2015 5 INV A		751.43 C-030315		COT SHEETS
000335 MOORE MEDICAL CORP	2015 5 INV A		930.95 C-030315		BLANKETS
			1,740.18		
000582 BOUND TREE MEDICAL	2015 5 INV A		61.00 C-030315		BENADRYL
015430 ZOLL MEDICAL CORPORA	2015 5 INV A		269.95 C-030315		EKG PAPER
015430 ZOLL MEDICAL CORPORA	2015 5 INV A		90.12 C-030315		ECG ELECTRODES
015430 ZOLL MEDICAL CORPORA	2015 5 INV A		459.47 C-030315		CPR PADS & ELECTROD
			819.54		
			2,620.72		
0010-200-297-00-611300-					
000836 COUNTRY FORD INC	2015 5 INV A		49.09 C-030315		EMS-1 O/C
021382 PETTY CASH	2015 5 INV A		10.00 C-030315		CITY CLERK, FD, EXECU
			59.09		
0010-200-297-00-612200-					
001150 NAPA GENUINE PARTS C	2015 5 INV A		26.90 C-030315		FUSES/ELEC CONNECOR
			26.90		
0010-200-297-00-626900-					
013449 SPROUSE RALLIEGH	2015 5 INV A		54.76 C-030315		EMS LICENSE REIMBUR
014007 CUNNINGHAM ALAN	2015 5 INV A		56.60 C-030315		EMS LICENSE REIMBUR
022822 MCELHANNON ANDREW	2015 5 INV A		80.00 C-030315		PARAMEDIC NATL REGI
022907 COTTEN JESSIE	2015 5 INV A		56.25 C-030315		EMS-MEDIC/LICENSE R
			247.61		
0010-200-297-00-630400-					
021382 PETTY CASH	2015 5 INV A		44.82 C-030315		CITY CLERK, FD, EXECU
			44.82		
			2,999.14		
311					
0010-300-311-00-610400-					
007600 OFFICE DEPOT	2015 5 INV A		81.58 C-030315		OFFICE SUPPLIES/PW

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YEAR/PERIOD: 2015/5 TO 2015/6
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR TYP S	PO	WARRANT	CHECK	DESCRIPTION
0010-300-311-00-611000-					
000759 LEHMAN ROBERTS CO	2015 5 INV A	29340			MATERIALS
000759 LEHMAN ROBERTS CO	2015 5 INV A	29360	466.21 C-030315		MATERIALS
000759 LEHMAN ROBERTS CO	2015 5 INV A	29377	807.53 C-030315		MATERIALS
000759 LEHMAN ROBERTS CO	2015 5 INV A	29402	272.51 C-030315		MATERIALS
			283.05 C-030315		MATERIALS
			1,829.30		
000775 TRAF MARK INC	2015 5 INV A	1989	3,313.00 C-030315		STREET SIGNS
001102 SOUTHAVEN SUPPLY	2015 5 INV A	158225	122.67 C-030315		RAKE, CEMENT, BROOM, M
001102 SOUTHAVEN SUPPLY	2015 5 INV A	3736	118.28 C-030315		MATERIALS
			240.95		
002869 VULCAN CONSTRUCTION	2015 5 INV A	30862425	1,308.15 C-030315		MATERIALS
006807 MMC MATERIALS, INC	2015 5 INV A	360005	95.00 C-030315		GETWELL/SHADY OAKS
013793 HERNANDO REDI MIX	2015 5 INV A	14897	148.75 C-030315		8055 WE ROSS PKWY
013793 HERNANDO REDI MIX	2015 5 INV A	14972	240.00 C-030315		8524 CHESTERFIELD
013793 HERNANDO REDI MIX	2015 5 INV A	14978	335.00 C-030315		9076 SOUTHVIEW
013793 HERNANDO REDI MIX	2015 5 INV A	15012	287.50 C-030315		SOUTHVIEW-CONCRETE
013793 HERNANDO REDI MIX	2015 5 INV A	15074	145.00 C-030315		CENTRAL PKWY & BAIR
			1,156.25		
018447 M J CONTRACTING, LLC	2015 5 INV A	456	619.32 C-030315		GRAVEL
			8,561.97		
0010-300-311-00-611300-					
000201 GOODYEAR WHOLESALE T	2015 5 INV A	41568962	824.68 C-030315		MATERIALS FOR SHOP
001114 UNION AUTO PARTS	2015 5 INV A	333347-00	11.94 C-030315		MATERIALS FOR SHOP
001130 G & C SUPPLY CO	2015 5 INV A	6567616	934.75 C-030315		SIGNS
007304 O'REILLYS AUTO PARTS	2015 5 INV A	1257-188178	47.98 C-030315		MATERIALS FOR SHOP
016158 CENTRAL BATTERY	2015 5 INV A	32900	75.00 C-030315		MATERIALS FOR SHOP
019912 GOODYEAR TIRE	2015 5 INV A	41577481	137.44 C-030315		TIRES
			2,031.79		
0010-300-311-00-612500-					
000983 PARAMOUNT UNIFORMS R	2015 5 INV A	0281491	129.71 C-030315		UNIFORMS

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ACCOUNT/VENDOR	YEAR/PERIOD: 2015/5 TO 2015/6	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010-300-311-00-625700-001167 AT&T MOBILITY		41X02112015		ACCOUNT TOTAL	129.71		
007504 PAETEC		58155652		TELEPHONE & POSTAGE 2015 5 INV A	184.44	C-030315	PHONE SERVICES
0010-300-311-00-626000-000966 ENERGY		16833121215		ACCOUNT TOTAL	796.99		
000966 ENERGY		19047497215		UTILITIES 2015 5 INV A	1,502.74	C-030315	5813 PEPPERCHASE DR 951 RASCO RD
				ACCOUNT TOTAL	1,524.87		
				ORG 311 TOTAL	13,126.91		
315							
0010-300-315-00-612200-000497 DESOTO COUNTY ELECTR		2328		CITY TRAFFIC AND STREETS LIGHT MAINTENANCE EQUIPMENT & BUILD 2015 5 INV A	450.00	C-030315	SIGNAL REPAIR
				ACCOUNT TOTAL	450.00		
0010-300-315-00-626000-000966 ENERGY		100968049215		UTILITIES 2015 5 INV A	231.83	C-030315	8770 NORTHWEST DR BROOKHAVEN HWY 51
000966 ENERGY		110821956215		2015 5 INV A	60.26	C-030315	ST LINE HWY 51
000966 ENERGY		110821964215		2015 5 INV A	58.96	C-030315	STATELINE RD I55
000966 ENERGY		110821972215		2015 5 INV A	45.20	C-030315	MISS VALLEY BLVD
000966 ENERGY		110821998215		2015 5 INV A	48.84	C-030315	STATELINE RD I55
000966 ENERGY		110822012215		2015 5 INV A	115.78	C-030315	RASCO RD HWY 51
000966 ENERGY		110822038215		2015 5 INV A	46.76	C-030315	1989 STATELINE RD E
000966 ENERGY		115078636215		2015 5 INV A	25.55	C-030315	ST LTS CITY MAINT
000966 ENERGY		15064967215		2015 5 INV A	283.79	C-030315	STATE LINE & NORTHW
000966 ENERGY		15556418215		2015 5 INV A	57.81	C-030315	STATELINE RD MRKT D
000966 ENERGY		15556616215		2015 5 INV A	57.81	C-030315	WHITWORTH AND ST LI
000966 ENERGY		16293359215		2015 5 INV A	58.96	C-030315	SWEET FLAG LOOP
000966 ENERGY		16344749215		2015 5 INV A	14.38	C-030315	CHURCH RD @ I-55
000966 ENERGY		16713240215		2015 5 INV A	47.42	C-030315	CHURCH RD @ GETWELL
000966 ENERGY		16713968215		2015 5 INV A	34.57	C-030315	453 AIRPORT INDUSTR
000966 ENERGY		16832230215		2015 5 INV A	368.42	C-030315	HIGHWAY 51 AND CUST
000966 ENERGY		16834293215		2015 5 INV A	57.81	C-030315	SOUTH CIR NORTHFIEL
000966 ENERGY		16834756215		2015 5 INV A	5.29	C-030315	TL MILLBRANCH ST LL
000966 ENERGY		16835019215		2015 5 INV A	69.08	C-030315	SOUTHAVEN ELEM SCHO
000966 ENERGY		16835456215		2015 5 INV A	3.14	C-030315	STATELINE RD AIRWAY
000966 ENERGY		16836199215		2015 5 INV A	19.89	C-030315	STREET LIGHTS
000966 ENERGY		16837528215		2015 5 INV A	72,255.11	C-030315	STATELINE & GETWELL
000966 ENERGY		16839003215		2015 5 INV A	20.76	C-030315	HIGHWAY 51 & DORCHE
000966 ENERGY		16839979215		2015 5 INV A	30.26	C-030315	STLINE RD HAMILTON
000966 ENERGY		16850182215		2015 5 INV A	48.84	C-030315	GREENBROOK PKWY ST
000966 ENERGY				2015 5 INV A	11.30	C-030315	

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ACCOUNT/VENDOR	YEAR/PERIOD: 2015/5 TO 2015/6	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000966 ENTERGY		16850398215		2015 5 INV A	5.29	C-030315	GREENBROOK PKWY RAS
000966 ENTERGY		16850885215		2015 5 INV A	30.17	C-030315	AIRWAYS AND RASCO
000966 ENTERGY		17327354215		2015 5 INV A	60.26	C-030315	SWINNEA RD & HWY 30
000966 ENTERGY		18054445215		2015 5 INV A	12.16	C-030315	8777 WHITWORTH ST
000966 ENTERGY		47904040215		2015 5 INV A	28.28	C-030315	8683 AIRWAYS BLVD
000966 ENTERGY		50881416215		2015 5 INV A	26.88	C-030315	4005 STATELINE RD
000966 ENTERGY		52482346215		2015 5 INV A	210.14	C-030315	8355 AIRWAYS BLVD
000966 ENTERGY		55245484215		2015 5 INV A	7.82	C-030315	8935 COMMERCE DR
000966 ENTERGY		61645719215		2015 5 INV A	58.60	C-030315	7655 AIRWAYS BLVD
000966 ENTERGY		61645784215		2015 5 INV A	48.23	C-030315	7532 SOUTHCREST PKW
000966 ENTERGY		64945074215		2015 5 INV A	45.55	C-030315	805 RASCO RD
000966 ENTERGY		68134584215		2015 5 INV A	26.88	C-030315	HAMILTON & STATELIN
000966 ENTERGY		68134634215		2015 5 INV A	29.94	C-030315	NORTHWEST DR & STAT
000966 ENTERGY		69086056215		2015 5 INV A	57.47	C-030315	STATELINE RD & I55
000966 ENTERGY		71532782215		2015 5 INV A	411.96	C-030315	HAMILTON
000966 ENTERGY		79896114215		2015 5 INV A	132.58	C-030315	1433 STATELINE RD E
000966 ENTERGY		89409965215		2015 5 INV A	33.03	C-030315	984 STATELINE RD W
000966 ENTERGY		89417216215		2015 5 INV A	13.55	C-030315	ESTATES OF NORTHCRC
000966 ENTERGY		89417216215		2015 5 INV A	33.52	C-030315	5577 GETWELL RD
000966 ENTERGY		89417232215		2015 5 INV A	25.99	C-030315	6006 GETWELL RD
000966 ENTERGY		90253295215		2015 5 INV A	25.57	C-030315	8507 INVERNESS DR
					75,401.69		
	ACCOUNT TOTAL				75,401.69		
	ORG 315			TOTAL	75,851.69		
411							
0010-400-411-00-610400-							
019739 STAPLES ADVANTAGE		8033070677		2015 5 INV A	120.04	C-030315	MARKERS
					120.04		
	ACCOUNT TOTAL				120.04		
0010-400-411-00-611300-							
009578 GATEWAY TIRE & SERVI		1102636086		2015 5 INV A	136.83	C-030315	FIRESTONE TIRE
					136.83		
	ACCOUNT TOTAL				136.83		
0010-400-411-00-612200-							
000308 MAINTENANCE SUPPLY		193259		2015 5 INV A	49.15	C-030315	FLAT WASHERS, NYLON
000308 MAINTENANCE SUPPLY		193293		2015 5 INV A	406.62	C-030315	KEYSTOCK SQ STEEL N
000308 MAINTENANCE SUPPLY		193397		2015 5 INV A	213.05	C-030315	PAINT, WIRE, DRILL
					668.82		
	ACCOUNT TOTAL				668.82		
001150 NAPA GENUINE PARTS C		096635		2015 5 INV A	15.67	C-030315	DEGREASER
001150 NAPA GENUINE PARTS C		096726		2015 5 INV A	429.72	C-030315	OIL CHANGE
001150 NAPA GENUINE PARTS C		096743		2015 5 INV A	14.12	C-030315	TRUFLEX BELT
001150 NAPA GENUINE PARTS C		096812		2015 5 INV A	60.99	C-030315	BATTERY
					520.50		
	ACCOUNT TOTAL				520.50		

PARKS DEPARTMENT

MAINTENANCE VEHICLES

MAINTENANCE EQUIPMENT & BUILD

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ACCOUNT/VENDOR	YEAR/PERIOD: 2015/5 TO 2015/6	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
002951 STATELINE TURF & TRA	60107			2015 5 INV A	481.99 C-030315		SEAT,RIM,BUSHING,LO
010865 RELIABLE EQUIPMENT	121212			2015 5 INV A	265.78 C-030315		QUICK JET BODY WASH
020490 INTERSTATE BATTERY S	500031467			2015 5 INV A	69.00 C-030315		BATTERY
				ACCOUNT TOTAL	2,006.09		
0010-400-411-00-612201-				PARK MAINTENANCE			SHELVES FOR GB GIFT
000334 ULINE INC	65189019			2015 5 INV A	928.16 C-030315		
000983 PARAMOUNT UNIFORMS R	0280827			2015 5 INV A	38.00 C-030315		MATS
001104 SHERWIN WILLIAMS SOU	2209-1			2015 5 INV A	209.03 C-030315		SNOWDEN RESTROOMS
001104 SHERWIN WILLIAMS SOU	2219-0			2015 5 INV A	23.44 C-030315		PAINT CLOTH
001104 SHERWIN WILLIAMS SOU	2262-0			2015 5 INV A	295.68 C-030315		PAINT FOR SNOWDEN R
001104 SHERWIN WILLIAMS SOU	2323-0			2015 5 INV A	42.47 C-030315		PAINT
001104 SHERWIN WILLIAMS SOU	4077-5			2015 5 INV A	301.73 C-030315		PAINT, TAPE GUN, HO
001104 SHERWIN WILLIAMS SOU	4078-3			2015 5 CRM A	-28.49 C-030315		REFUND
001104 SHERWIN WILLIAMS SOU	4083			2015 5 CRM A	-18.66 C-030315		REFUND
001104 SHERWIN WILLIAMS SOU	4084-1			2015 5 INV A	9.85 C-030315		MASKING TAPE
				ACCOUNT TOTAL	835.05		
009476 ZEAGER HARDWOOD	30099			15000156 2015 5 INV A	2,576.00 C-030315		WOODCARPET FOR PLAY
013261 TIM HOGAN'S	76857			2015 5 INV A	124.89 C-030315		CARPET, ADHESIVE
				ACCOUNT TOTAL	4,502.10		
0010-400-411-00-612300-				MUNICIPAL GOLF COURSE EXPENSE			
000983 PARAMOUNT UNIFORMS R	0280516			2015 5 INV A	39.86 C-030315		GOLF UNIFORMS
000983 PARAMOUNT UNIFORMS R	0281861			2015 5 INV A	39.86 C-030315		GOLF UNIFORMS
				ACCOUNT TOTAL	79.72		
006738 CALLAWAY GOLF	925720445			2015 5 INV A	264.92 C-030315		GOLF BALLS
006738 CALLAWAY GOLF	925732334			2015 5 INV A	122.80 C-030315		BALLS FOR GOLF COUR
				ACCOUNT TOTAL	387.72		
				ACCOUNT TOTAL	467.44		
0010-400-411-00-612500-				UNIFORMS			
000983 PARAMOUNT UNIFORMS R	0280816			2015 5 INV A	330.56 C-030315		PARK UNIFORMS
000983 PARAMOUNT UNIFORMS R	0282159			2015 5 INV A	322.28 C-030315		UNIFORMS - PARKS
				ACCOUNT TOTAL	652.84		
021382 PETTY CASH	022415			2015 5 INV A	115.55 C-030315		LP GAS FOR GRILLS,

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ACCOUNT/VENDOR	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010-400-411-00-614000- 021382 PETTY CASH	022415	2015 5 INV A	20.92 C-030315		LP GAS FOR GRILLS,
ACCOUNT TOTAL 768.39					
0010-400-411-00-621900- 016831 GOTSOCER.COM	27084	2015 5 INV A	20.92		
ACCOUNT TOTAL 20.92					
0010-400-411-00-622100- 000815 ADT SECURITY SERVICE 23668907		2015 5 INV A	204.00 C-030315		PLAYERS REG. ON LIN
ACCOUNT TOTAL 204.00					
0010-400-411-00-625700- 000166 AT&T	056312570215	2015 5 INV A	39.86 C-030315		LONG DISTANCE - PAR
001234 CENTURYLINK 001234 CENTURYLINK	02102015 300096130315	2015 5 INV A	144.11 C-030315 44.65 C-030315		SNOWDEN HOUSE - PHO SNOWDEN GROVE MESSA
ACCOUNT TOTAL 188.76					
0010-400-411-00-626000- 000663 BULLFROG AMOCO 000663 BULLFROG AMOCO 000663 BULLFROG AMOCO	5039966 5040520 5439702	2015 5 INV A 2015 5 INV A 2015 5 INV A	80.00 C-030315 80.00 C-030315 80.00 C-030315		PROPANE PROPANE PROPANE
ACCOUNT TOTAL 240.00					
000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY	117424333215 16836454215 16838229215 16838419215 16839250215 19046929215 411115350315 466875880315 563956350315	2015 5 INV A 2015 5 INV A 2015 5 INV A 2015 5 INV A 2015 5 INV A 2015 5 INV A 2015 5 INV A 2015 5 INV A	27.49 C-030315 28.40 C-030315 1,072.30 C-030315 7.82 C-030315 621.94 C-030315 44.14 C-030315 3,773.65 C-030315 18.37 C-030315 22.90 C-030315		1729 BROOKHAVEN DR 4700 STATELINE RD 4700 STATELINE RD 7505 CHERRY VALLEY 7505 CHERRY VALLEY 1978 STATELINE RD 7360 US HWY 51 N 365 RASCO RD W-SOCC 7360 US HIGHWAY 51
ACCOUNT TOTAL 5,617.01					
009669 GIBSON PROPANE 016529 DIRECTV	3037894012 25080581154	2015 5 INV A 2015 5 INV A	423.90 C-030315 113.40 C-030315		SNOWDEN PROPANE PARKS OFFICE

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ACCOUNT/VENDOR INVOICE

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ACCOUNT/VENDOR	YEAR/PERIOD	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010-400-411-00-627901-002574 CARSON, MICHAEL A	2015	022115	5 INV A	280.00 C-030315		SOCCER UMPIRE
003546 COX DAVID R JR	2015	022115	5 INV A	120.00 C-030315		SOCCER UMPIRE
011129 IRBY ROBERT	2015	022115	5 INV A	130.00 C-030315		SOCCER UMPIRE
012810 HERRINGTON MARK	2015	022115	5 INV A	100.00 C-030315		SOCCER UMPIRE
015545 KLINCK ZACHARY A	2015	022115	5 INV A	75.00 C-030315		SOCCER UMPIRE
015810 MEARS MICHAEL	2015	022115	5 INV A	340.00 C-030315		SOCCER UMPIRE
018075 GARCIA ARIANNA	2015	022115	5 INV A	190.00 C-030315		SOCCER UMPIRE
018253 CHAN DAVID	2015	022115	5 INV A	165.00 C-030315		SOCCER UMPIRE
019562 CASTELLANO CARLOS	2015	022115	5 INV A	90.00 C-030315		SOCCER UMPIRE
022409 BARAJAS DANIEL	2015	110114	5 INV A	25.00 C-030315		REISSUE CHECK-SOCCE
022641 VANLANDINGHAM DAVE	2015	022115	5 INV A	75.00 C-030315		SOCCER UMPIRE
ACCOUNT TOTAL				1,590.00		
ORG 411 TOTAL				18,315.63		
PARK TOURNAMENTS						
RESELL / CONCESSION EXPENSE						
0010-400-412-00-612400-003011 M & M PROMOTIONS	2015	78852	5 INV A	178.20 C-030315		SWEATSHIRT BLANKET
003011 M & M PROMOTIONS	2015	78853	5 INV A	178.20 C-030315		SWEATSHIRT SNOWDEN
003011 M & M PROMOTIONS	2015	78885	5 INV A	348.00 C-030315		GB T SHIRTS
003011 M & M PROMOTIONS	2015	78905	5 INV A	381.00 C-030315		RETAIL-SHIRTS FOR R
003011 M & M PROMOTIONS	2015	78906	5 INV A	381.00 C-030315		RETAIL-SHIRTS
003011 M & M PROMOTIONS	2015	78916	5 INV A	415.50 C-030315		GB T SHIRTS
003011 M & M PROMOTIONS	2015	78917	5 INV A	415.50 C-030315		SNOWDEN T SHIRTS
ACCOUNT TOTAL				2,297.40		
021382 PETTY CASH	2015	022415	5 INV A	175.45 C-030315		LP GAS FOR GRILLS,
ACCOUNT TOTAL				2,472.85		
PROFESSIONAL FEES						
0010-400-412-00-622100-007622 MIDSOUTH SPORTS PROD 160	2015		5 INV A	10,416.67 C-030315		CONTRACT LABOR
ACCOUNT TOTAL				10,416.67		
PROMOTIONS						
0010-400-412-00-626102-014712 BLUEFISH DESIGN	2015	00037423	5 INV A	3,649.78 C-030315		PARKS & REC POCKET

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ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
511			3,649.78		
0010-500-511-00-610100-		ACCOUNT TOTAL			
001102 SOUTHAVEN SUPPLY	157328	ORG 412 TOTAL	16,539.30		
001102 SOUTHAVEN SUPPLY	158021				
		MUNICIPAL CODE ENFORCEMENT			
		CLEANING SUPPLIES			
		2015 5 INV A	12.99	C-030315	CLEANING SUPPLIES
		2015 5 INV A	21.99	C-030315	CLEANING SUPPLIES
			34.98		
		ACCOUNT TOTAL	34.98		
0010-500-511-00-612200-					
000983 PARAMOUNT UNIFORMS R 0281488		MAINTENANCE EQUIPMENT & BUILD			
		2015 5 INV A	5.00	C-030315	BLDG. MATERIALS
		ACCOUNT TOTAL	5.00		
0010-500-511-00-614900-					
012713 HILL'S PET NUTRITION 222303400		FEED FOR ANIMALS			
012713 HILL'S PET NUTRITION 222338651		2015 5 INV A	208.18	C-030315	FEED FOR ANIMALS
		2015 5 INV A	201.64	C-030315	FEED FOR ANIMALS
			409.82		
		ACCOUNT TOTAL	409.82		
0010-500-511-00-630400-					
000246 ANIMAL CARE EQUIPMEN 33311		MACHINERY & EQUIPMENT			
		2015 5 INV A	157.01	C-030315	EQUIPMENT
		ACCOUNT TOTAL	157.01		
		ORG 511 TOTAL	606.81		
902					
0010-900-902-00-620902-					
000156 ARAMARK UNIFORM SERV 581-5153930		FACILITIES MANAGEMENT			
000156 ARAMARK UNIFORM SERV 581-5153931		2015 5 INV A	129.87	C-030315	RUBBER MATS - COURT
000156 ARAMARK UNIFORM SERV 581-5157215		2015 5 INV A	274.31	C-030315	RUBBER MATS - CITY
000156 ARAMARK UNIFORM SERV 581-5157216		2015 5 INV A	129.87	C-030315	RUBBER MATS - COURT
		2015 5 INV A	274.31	C-030315	RUBBER MATS - CITY
			808.36		
		ACCOUNT TOTAL	808.36		
000268 BEST CHANCE JANITOR 162368		2015 5 INV A	95.76	C-030315	TOWEL DISPENSERS/CI
000402 CURRY JANITORIAL SER 370215		2015 5 INV A	425.00	C-030315	FBI OFFICE CLEANING
000469 TRI-STAR COMPANIES, TC4541		2015 5 INV A	481.19	C-030315	HVAC SERV/JAREDS OF
000469 TRI-STAR COMPANIES, TC4595		2015 5 INV A	180.00	C-030315	HVAC SER/PD
000469 TRI-STAR COMPANIES, TC4613		2015 5 INV A	760.38	C-030315	HVAC SERV/ANIMAL SH
			1,421.57		

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ACCOUNT/VENDOR	YEAR/PERIOD: 2015/5 TO 2015/6	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000539 OVERHEAD DOOR CO MEM 307212				2015 5 INV A	352.00 C-030315		FS #1 OVERHEAD DOOR
000615 PAYNES LOCKSMITH SER 7703				2015 5 INV A	100.00 C-030315		LOCK SERVICES
000715 THOMPSON MACHINERY W0310063284				2015 5 INV A	256.50 C-030315		REPAIR GENERATOR ON
000734 MAGNOLIA ELECTRIC 0196860-IN				2015 5 INV A	233.22 C-030315		ELECTRIC REPAIRS MA
000966 ENTERGY 15991573215				2015 5 INV A	57.32 C-030315		8710 NORTHWEST DR
000966 ENTERGY 16004111215				2015 5 INV A	866.17 C-030315		8889 NORTHWEST DR
000966 ENTERGY 16831992215				2015 5 INV A	4,573.69 C-030315		8700 NORTHWEST DR
000966 ENTERGY 17002007215				2015 5 INV A	5,025.23 C-030315		385 STATELINE #41-0
000966 ENTERGY 68111178215				2015 5 INV A	3,888.65 C-030315		8554 NORTHWEST DR
000966 ENTERGY 80540586215				2015 5 INV A	95.97 C-030315		8889 NORTHWEST DR
					14,507.03		
001099 NORTH MS PEST CONTRO 621362				2015 5 INV A	482.76 C-030315		FEB 2015 PEST CONTR
001234 CENTURLINK 300095074215				2015 5 INV A	42.65 C-030315		PHONE SERVICES
001540 MURPHY & SONS, INC. 1220				2015 5 INV A	362.82 C-030315		SHOOTING RANGE PROJ
001540 MURPHY & SONS, INC. 1221				2015 5 INV A	560.98 C-030315		BLDG DPT/CEILING TI
001540 MURPHY & SONS, INC. 1222				2015 5 INV A	1,853.56 C-030315		ARENA DRYWALL REPAI
001540 MURPHY & SONS, INC. 1225				2015 5 INV A	352.88 C-030315		COURT ROOM PROJECT
001540 MURPHY & SONS, INC. 1226				2015 5 INV A	224.45 C-030315		LIBRARY DOOR REPAIR
					3,354.69		
005668 STATE SYSTEMS, INC. E87666				2015 5 INV A	306.00 C-030315		ALARM SERVICES/HEAR
007174 DENNIS WRIGHT & SON 30351				2015 5 INV A	1,243.25 C-030315		PLUMBING SERV/WATER
007174 DENNIS WRIGHT & SON 30356				2015 5 INV A	1,647.37 C-030315		PLUMBING SERV-PD
007174 DENNIS WRIGHT & SON 30360				2015 5 INV A	128.00 C-030315		PLUMBING SERVICES-T
					3,018.62		
010622 GREEN KING SPRAY SER 88				2015 5 INV A	25,458.00 C-030315		PROPERTY MAINT PER
012576 D&J'S CLEANING SERVI 1614				2015 5 INV A	418.75 C-030315		CLEANING OF SPD
012576 D&J'S CLEANING SERVI 1615				2015 5 INV A	418.75 C-030315		SPD CLEANING
012576 D&J'S CLEANING SERVI 1616				2015 5 INV A	325.00 C-030315		SPD-DISPATCH CLEANI
					1,162.50		
012635 CANUP ENGINEERING 2299				2015 5 INV A	1,500.00 C-030315		SOUTHAVEN SID
013181 ELDRIDGE SERVICES 9701				2015 5 INV A	225.00 C-030315		HVAC SERV/HEARTLAND
022372 OVERALL CHEMICAL COM 3233				2015 5 INV A	1,685.00 C-030315		CH/COURT, TENNIS CLE
022372 OVERALL CHEMICAL COM 3239				2015 5 INV A	1,535.00 C-030315		CH/COURT CLEANING

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YEAR/PERIOD: 2015/5 TO 2015/6
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010-900-902-00-622100- 004640 ECHOLS GROUP	2835	2015 5 INV A	C-030315		JAN/FEB 2015 LOBBY
ACCOUNT TOTAL					
			3,220.00		
PROFESSIONAL SERVICES					
ACCOUNT TOTAL					
			3,025.00		
0010-900-902-00-625100- 009591 TRI FIRMA	3995QB	2015 5 INV A	C-030315		1141 RICHLAND
009591 TRI FIRMA	3996QB	2015 5 INV A	C-030315		STREET & DITCH
009591 TRI FIRMA	3980B	2015 5 INV A	C-030315		DUG UP INLET
009591 TRI FIRMA	3999QB	2015 5 INV A	C-030315		CENTRAL PARKWAY JOB
009591 TRI FIRMA	4000QB	2015 5 INV A	C-030315		FORMED UP CONCRETE
ACCOUNT TOTAL					
			4,257.85		
STREET IMPROVEMENT					
ACCOUNT TOTAL					
			10,376.24		
ORG 902 TOTAL					
			10,376.24		
LITIGATION					
904					
0010-900-904-00-629100- 015632 ROZIER LAW FIRM	2393	2015 5 INV A	C-030315		QUICK TAKE PROCEEDI
015632 ROZIER LAW FIRM	2425	2015 5 INV A	C-030315		QUICK TAKE PROCEEDI
015632 ROZIER LAW FIRM	2450	2015 5 INV A	C-030315		QUICK TAKE PROCEEDI
ACCOUNT TOTAL					
			878.55		
CLAIMS PAYMENTS					
ACCOUNT TOTAL					
			3,241.17		
022644 CORPORATE PLANNING	BD207	2015 5 INV A	C-030315		TAKE CARE DEBIT CAR
ACCOUNT TOTAL					
			3,241.17		
LIABILITY INSURANCE					
905					
0010-900-905-00-629300- 022644 CORPORATE PLANNING	21595	2015 5 INV A	C-030315		FSA BENEFITS FEE
ACCOUNT TOTAL					
			1,424.00		
ORG 905 TOTAL					
			1,424.00		
PROFESSIONAL DUES					
906					
0010-900-906-00-622100- 001161 SOUTHAVEN CHAMBER OF 90650064		2015 5 INV A	C-030315		MARCH 2015 CONTRIBU
006682 DESOTO FAMILY THEATR 22015		2015 5 INV A	C-030315		MARCH 2015 CONTRIBU
017845 CONCERN	42630	2015 5 INV A	C-030315		MONTHLY BILLING

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ACCOUNT/VENDOR INVOICE

WARRANT CHECK DESCRIPTION

020724 HEALING HEARTS CHILD 22015	2015 5 INV A	3,958.33	C-030315	MARCH 2015 CONTRIBU
	ACCOUNT TOTAL	15,620.83		
	ORG 906 TOTAL	15,620.83		

TOTAL: 314,505.39

FUND 0010 GENERAL FUND

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
711						
0100-710-711-00-640900-						
016177 A2H, INC	37670		2015 5 INV A	9,866.46 C-030315		MEMA/FEMA COMMUNITY
017075 ENVIROSAFE SOLUTIONS 4			2015 5 INV A	5,736.90 C-030315		COMMUNITY SAFEROOM
			ACCOUNT TOTAL	15,603.36		
			ORG 711 TOTAL	15,603.36		
=====						
			FUND 0100 BOND FUNDED CAP PROJ			
			TOTAL:	15,603.36		
=====						

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ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
701						DEBT SVC EXPENSES
0300-700-701-00-626700-						POLICE VEHICLE LEASE
016514 SUN TRUST BANK	1552278		2015 5 INV A	9,108.04 C-030315		POLICE VEHICLES
019150 REGIONS EQUIPMENT FI 713423			2015 5 INV A	6,506.24 C-030315		VEHICLES-POLICE
			ACCOUNT TOTAL	15,614.28		
0300-700-701-00-651202-						BOND ISSUE/ADMINISTRATIVE COST
002242 TRUSTMARK NATIONAL B 5509252015			2015 5 INV A	1,250.00 C-030315		TXBLE GO BOND SERIE
			ACCOUNT TOTAL	1,250.00		
			ORG 701 TOTAL	16,864.28		
			TOTAL:	16,864.28		
			FUND 0300 DEBT SERVICE			

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ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR TYP S	PO	WARRANT	CHECK	DESCRIPTION
0400	ACCOUNTS RECEIVABLE				
0400-000-000-00-130700-	2015 5 INV A		35.83 C-030315		
022305 DOSTER KATHY/SHERYL	2015 5 INV A	28316	7.41 C-030315		
022702 MCMINN RODNEY	2015 5 INV A	28320	36.71 C-030315		
022916 WIGLEY SAM & IRA	2015 5 INV A	28313	4.62 C-030315		
022917 SCHROYER JOHN R	2015 5 INV A	28314	9.31 C-030315		
022918 BURKES JEANETTE	2015 5 INV A	28315	7.00 C-030315		
022919 HAYNES VALERIE	2015 5 INV A	28317	2.61 C-030315		
022920 PAYNE RYAN ANDERSON	2015 5 INV A	28318	6.83 C-030315		
022921 FOWLER DENNIS - RENT	2015 5 INV A	28319	13.68 C-030315		
022922 BARTOLOTTA JACKIE	ACCOUNT TOTAL	28321	124.00		
	ORG 0400 TOTAL		124.00		
811	UTILITY EXPENSE ACCOUNTS				
0400-800-811-00-650600-	HURRICANE CREEK				PUMP STATION FORCE
001160 NEEL-SCHAFFER INC	2015 5 INV A	1024710	5,206.56 C-030315		TRINITY LAKES CONST
001160 NEEL-SCHAFFER INC	2015 5 INV A	1024711	2,865.48 C-030315		LESTER RD PUMP STAT
001160 NEEL-SCHAFFER INC	2015 5 INV A	1024712	11,695.55 C-030315		
	ACCOUNT TOTAL		19,767.59		
	ACCOUNT TOTAL		19,767.59		
0400-800-811-00-650901-	HORN LAKE CREEK BASIN LOAN PYM				HL CREEK BASIN INTC
002848 HORN LAKE CREEK BASI	2015 5 INV A	2202015	10,104.38 C-030315		
	ACCOUNT TOTAL		10,104.38		
0400-800-811-00-650905-	DCRUA SEWER TREATMENT FEE				MONTHLY PAY
004646 DESOTO COUNTY REGION	2015 5 INV A	1335	27,608.33 C-030315		
	ACCOUNT TOTAL		27,608.33		
	ORG 811 TOTAL		57,480.30		
820	UTILITY ADMINISTRATIVE EXPENSE				
0400-800-820-00-625700-	TELEPHONE & POSTAGE				FEB 2015 WATER BILL
017546 ARISTA	2015 5 INV A	1414201502	7,305.12 C-030315		
	ACCOUNT TOTAL		7,305.12		

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YEAR/PERIOD: ACCOUNT/VENDOR	2015/5 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0400-800-820-00-626500- 017546 ARLSTA	18496		PRINTING 2015 5 INV A	2,913.20 C-030315		FEB 2015 WATER BILL
			ACCOUNT TOTAL	2,913.20		
			ORG 820 TOTAL	10,218.32		
825			UTILITY MAINTENANCE EXPENSES			
0400-800-825-00-610400- 007600 OFFICE DEPOT	753538502001		OFFICE SUPPLIES 2015 5 INV A	141.54 C-030315		PRINTER INK, STAPLER
007600 OFFICE DEPOT	753546843001		2015 5 INV A	51.48 C-030315		NOTEBOOKS/ROBERT,LU
007600 OFFICE DEPOT	75373935001		2015 5 INV A	116.57 C-030315		TONER/PEPPERCHASE
007600 OFFICE DEPOT	753918874001		2015 5 INV A	34.84 C-030315		KEYBOARD TRAY
007600 OFFICE DEPOT	753918933001		2015 5 INV A	55.27 C-030315		KEYBOARDS,TAPE
007600 OFFICE DEPOT	753918934001		2015 5 INV A	26.35 C-030315		BACK SUPPORTS
007600 OFFICE DEPOT	753918935001		2015 5 INV A	31.94 C-030315		BACK SUPPORT
007600 OFFICE DEPOT	7543316719001		2015 5 INV A	51.14 C-030315		KEYBOARDS/PEPPERCHA
			ACCOUNT TOTAL	509.13		
0400-800-825-00-611000- 000354 METER SERVICE AND SU 569			MATERIALS 2015 5 INV A	142.64 C-030315		COUPLING & SEWER PI
000354 METER SERVICE AND SU 606			2015 5 INV A	349.80 C-030315		SEWER PIPE/VICKSBUR
				492.44		
000687 SOUTHERN PIPE & SUPP 8389520-00			2015 5 INV A	35.17 C-030315		CUTTER WHEEL REPLAC
000715 THOMPSON MACHINERY PC600610471			2015 5 INV A	1,471.54 C-030315		FUEL CAP, SPRINGS, WA
000989 ICM OF MEMPHIS ME601585MR			2015 5 INV A	625.00 C-030315		SUCTION HOSE
001102 SOUTHAVEN SUPPLY 157868			2015 5 INV A	784.08 C-030315		MISC MATERIALS FOR
001320 MARTIN MACHINE WORKS 836			2015 5 INV A	138.00 C-030315		4" STEEL PIPE
001899 HEARTLAND PUMP RENTA 400479882			2015 5 INV A	799.20 C-030315		HOSE SHANK, COUPLER,
001899 HEARTLAND PUMP RENTA 400480235			2015 5 INV A	77.30 C-030315		ADAPTER
001899 HEARTLAND PUMP RENTA 400481237			2015 5 INV A	67.00 C-030315		FIRE HOSE
				943.50		
005329 TENCARVA MACHINERY C 488006			2015 5 INV A	310.50 C-030315		AIR REL VALVE
006590 FASTENAL MSSOU39170			2015 5 INV A	14.69 C-030315		BOLTS/TRINITY LIFT
007304 O'REILLYS AUTO PARTS 1257-188495			2015 5 INV A	82.87 C-030315		GREASE GUN
007304 O'REILLYS AUTO PARTS 1257-188847			2015 5 INV A	15.99 C-030315		WIRE TIE
007304 O'REILLYS AUTO PARTS 1257-189381			2015 5 INV A	7.64 C-030315		WIPER BLADES

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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-030315

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YEAR/PERIOD: 2015/5 TO 2015/6
ACCOUNT/VENDOR INVOICE

ACCOUNT/VENDOR	YEAR/PR TYP S	PO	WARRANT	CHECK	DESCRIPTION
007304 O'REILLYS AUTO PARTS 1257-189502	2015 5 INV A		6.99 C-030315		MAGNET
			113.49		
010696 DESOTO SOD, LLC	2015 5 INV A	291943	2,000.00 C-030315		VETERANS DR/WHITWOR
	ACCOUNT TOTAL		6,928.41		
0400-800-825-00-611100-	2015 5 INV A		211.75 C-030315		FLUORIDE/COLLEGE
001146 IDEAL CHEMICAL	2015 5 INV A	153464	592.00 C-030315		CHLORINE/COLLEGE
001146 IDEAL CHEMICAL	2015 5 INV A	153465	599.25 C-030315		FLORIDE/GETWELL RD
001146 IDEAL CHEMICAL	2015 5 INV A	153466	592.00 C-030315		CHLORINE/GETWELL RD
001146 IDEAL CHEMICAL	2015 5 INV A	153467	211.75 C-030315		FLUORIDE/GREENBROOK
001146 IDEAL CHEMICAL	2015 5 INV A	153468	592.00 C-030315		CHLORINE/GREENBROOK
001146 IDEAL CHEMICAL	2015 5 INV A	153469	387.50 C-030315		LIME/BREENBROOK
001146 IDEAL CHEMICAL	2015 5 INV A	153470	3,186.25		
003554 CORNERSTONE LAB	2015 5 INV A	221750	75.00 C-030315		TRINITY WWTP
	ACCOUNT TOTAL		3,261.25		
0400-800-825-00-611300-	2015 5 INV A		300.00 C-030315		STROBE LIGHTS FOR T
000650 G & W DIESEL SERVICE 313081	2015 5 INV A		352.46 C-030315		#810/STARTER
000836 COUNTRY FORD INC	2015 5 INV A	220096	1,250.00 C-030315		07 SILVERADO #1715-
002098 COLEMAN TAYLOR TRANS 37-346589	2015 5 INV A		12.00 C-030315		VIN#1FT7W2BTXFEC642
002352 DEPARTMENT OF REVENU 64256215	2015 5 INV A		79.96 C-030315		FUEL TREATMENT FOR
007304 O'REILLYS AUTO PARTS 1257-190239	2015 5 INV A		40.00 C-030315		CITY CLERK, FD, EXECU
021382 PETTY CASH	2015 5 INV A	22515	2,034.42		
	ACCOUNT TOTAL		216.50		GETWELL GENERATOR R
0400-800-825-00-612200-	2015 5 INV A		216.50 C-030315		
000715 THOMPSON MACHINERY W0310063283	2015 5 INV A		145.13 C-030315		UNIFORMS
0400-800-825-00-612500-	2015 5 INV A		361.72 C-030315		UNIFORM SHIRTS & HA
000983 PARAMOUNT UNIFORMS R 281489	2015 5 INV A		506.85		
003011 M & M PROMOTIONS 78863	2015 5 INV A		1,200.00 C-030315		CENTRAL STATION MON
	ACCOUNT TOTAL				
0400-800-825-00-622100-	2015 5 INV A				
000232 MATHESON & ASSOC LLC 15164	2015 5 INV A				

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FY 2015 CLAIMS DOCKET C-030315

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YEAR/PERIOD: 2015/5 TO 2015/6 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
002224 SERVPRO	1302015		2015 5 INV A	544.51 C-030315		1466 VICKSBURG SEWE
009591 TRI FIRMA	3993QB		2015 5 INV A	1,295.28 C-030315		LIFT STATION PUMPIN
011134 WHITFIELD	40670		2015 5 INV A	204.90 C-030315		8989 STANTON/FLOW M
019589 BAKER SERVICES	60108		2015 5 INV A	16,344.72 C-030315		METER READING/JAN 2
022923 SPECTER INSTRUMENTS	1502036663		2015 5 INV A	790.00 C-030315		ANNUAL RENEWAL/SOFT
			ACCOUNT TOTAL	20,379.41		
0400-800-825-00-626000-			UTILITIES			
000966 ENTERGY	1629136215		2015 5 INV A	6,503.85 C-030315		8779 WHITWORTH ST
000966 ENTERGY	162929220315		2015 5 INV A	12.79 C-030315		8779 WHITWORTH ST
000966 ENTERGY	16835233215		2015 5 INV A	152.98 C-030315		TOWN & COUNTRY DR
000966 ENTERGY	168357870315		2015 5 INV A	159.73 C-030315		HUDGINS RD
000966 ENTERGY	16839508215		2015 5 INV A	14.20 C-030315		8989 STATELINE RD
000966 ENTERGY	19047166215		2015 5 INV A	12.98 C-030315		1281 BROOKHAVEN DR
			ACCOUNT TOTAL	6,856.53		
001234 CENTURYLINK	437117823215		2015 5 INV A	86.70 C-030315		INTERNET SERVICES
			ACCOUNT TOTAL	6,943.23		
0400-800-825-00-630600-			VEHICLES			
000836 COUNTRY FORD INC	19649		15000089 2015 5 INV A	36,424.00 C-030315		(STATE CONTRACT VEH
			ACCOUNT TOTAL	36,424.00		
0400-800-825-00-650903-			INTERCEPTOR SEWER TREATMENT			
002848 HORN LAKE CREEK BASI FEB202015			2015 5 INV A	107,818.93 C-030315		MEMPHIS SEWER TREAT
			ACCOUNT TOTAL	107,818.93		
			ORG 825 TOTAL	185,022.13		
			TOTAL:	252,844.75		
			FUND 0400 UTILITY FUND			

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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-030315

YEAR/PERIOD: 2015/5 TO 2015/6
ACCOUNT/VENDOR INVOICE

WARRANT CHECK DESCRIPTION

YEAR/PR TYP S	PO	MAINTENANCE EXPENSES	WARRANT	CHECK	DESCRIPTION
0450-810-850-00-612500- 000983 PARAMOUNT UNIFORMS R 0281490		UNIFORMS 2015 5 INV A	27.78	C-030315	UNIFORMS
		ACCOUNT TOTAL	27.78		
0450-810-850-00-622100- 018967 ARROW DISPOSAL	408	PROFESSIONAL SERVICES 2015 5 INV A	91,189.75	C-030315	FEB 2015 GARBAGE SE
		ACCOUNT TOTAL	91,189.75		
		ORG 850 TOTAL	91,217.53		
=====					
		FUND 0450 SANITATION FUND	91,217.53		
=====					
		TOTAL:	91,217.53		
=====					

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CITY OF SOUTHAVEN
FY 2015 CLAIMS BOOKLET D-030315

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ACCOUNT/VENDOR	YEAR/PERIOD: 2015/5 TO 2015/6	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
150							
0010-100-150-00-610500-							
001167 AT&T MOBILITY		491X021112015		5 INV P	1,291.99 D-030315	124966	ITEC CELL PHONES
				ACCOUNT TOTAL	1,291.99		
				ORG 150 TOTAL	1,291.99		
211							
0010-200-211-00-626000-							
000966 ENERGY		168329410315		5 INV P	18.95 D-030315	124992	5140 TCHULAHOMA RD
000966 ENERGY		176247430315		5 INV P	20.38 D-030315	124992	6200 GETWELL CD SIR
000966 ENERGY		191312000315		5 INV P	7.82 D-030315	124992	8185 GETWELL RD
000966 ENERGY		602092690315		5 INV P	19.20 D-030315	124992	7111 TCHULAHOMA RD
000966 ENERGY		850563980315		5 INV P	21.50 D-030315	124992	750 BROOKSIDE RD
					87.85		
001145 ATMOS ENERGY		400885030315		5 INV P	257.22 D-030315	124991	1855 VETERANS DR
				ACCOUNT TOTAL	345.07		
				ORG 211 TOTAL	345.07		
290							
0010-200-290-00-625700-							
001167 AT&T MOBILITY		287255730215		5 INV P	41.12 D-030315	124966	COMMAND TRAILER WIF
001167 AT&T MOBILITY		28725830215B		5 INV P	1,566.60 D-030315	124966	CELL PHONES - FIRE
					1,607.72		
				ACCOUNT TOTAL	1,607.72		
0010-200-290-00-626000-							
000966 ENERGY		150210740315		5 INV P	1,049.31 D-030315	124974	6450 GETWELL RD
000966 ENERGY		153749520315		5 INV P	801.74 D-030315	124974	6050 ELMORE RD
000966 ENERGY		794016670315		5 INV P	673.86 D-030315	124974	7980 SWINNEA RD
					2,524.91		
001145 ATMOS ENERGY		301967260315		5 INV P	750.25 D-030315	124967	7980 SWINNEA RD - F
				ACCOUNT TOTAL	3,275.16		
				ORG 290 TOTAL	4,882.88		
311							
0010-300-311-00-625700-							
001167 AT&T MOBILITY		287252250215		5 INV P	74.48 D-030315	124966	PHONE SERVICE - PUBL
				ACCOUNT TOTAL	74.48		

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 1540ppyle FY 2015 CLAIMS DOCKET D-030315

YEAR/PERIOD: ACCOUNT/VENDOR	2015/5	TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
000966 ENERGY		311094730315		2015	5	INV P	7.82 D-030315	124968	7525 TCHULAHOMA
000966 ENERGY		311095490315		2015	5	INV P	7.82 D-030315	124968	7535 TCHULAHOMA
000966 ENERGY		311096140315		2015	5	INV P	71.77 D-030315	124972	7645 TCHULAHOMA
000966 ENERGY		311096480315		2015	5	INV P	7.82 D-030315	124969	7665 TCHULAHOMA
000966 ENERGY		311096630315		2015	5	INV P	12.39 D-030315	124969	7735 TCHULAHOMA
000966 ENERGY		381246240315		2015	5	INV P	664.20 D-030315	124974	CHERRY VALLEY PK FL
000966 ENERGY		388224410315		2015	5	INV P	322.00 D-030315	124973	8925 SWINNEA RD
000966 ENERGY		397585030315		2015	5	INV P	7.82 D-030315	124969	8440 GREENBROOK PKW
000966 ENERGY		443685870315		2015	5	INV P	3,439.82 D-030315	124974	3335 PINE TAR ALLEY
000966 ENERGY		456929100315		2015	5	INV P	7.82 D-030315	124969	8925 SWINNEA RD
000966 ENERGY		478052470315		2015	5	INV P	58.99 D-030315	124971	6208 SNOWDEN LN
000966 ENERGY		660743110315		2015	5	INV P	168.22 D-030315	124972	6208A SNOWDEN LN
000966 ENERGY		667628730315		2015	5	INV P	417.33 D-030315	124973	6275 SNOWDEN LN
000966 ENERGY		697233510315		2015	5	INV P	8.31 D-030315	124969	8925 SWINNEA RD
000966 ENERGY		728201940315		2015	5	INV P	7.82 D-030315	124968	6305 SNOWDEN LN
000966 ENERGY		748552550315		2015	5	INV P	498.82 D-030315	124973	6277B SNOWDEN LN
000966 ENERGY		748693550315		2015	5	INV P	7.82 D-030315	124968	6277A SNOWDEN LN
							10,317.06		
001145 ATMOS ENERGY		302071300315		2015	5	INV P	136.62 D-030315	124967	8925 SWINNEA RD
						ACCOUNT TOTAL	10,453.68		
						ORG 411 TOTAL	10,453.68		
						TOTAL:	17,555.15		
		FUND 0010 GENERAL FUND							

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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET D-030315

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YEAR/PERIOD: 2015/5 TO 2015/6
ACCOUNT/VENDOR: 001167 AT&T MOBILITY INVOICE

ACCOUNT/VENDOR	YEAR/PR TYP S	PO	WARRANT	CHECK	DESCRIPTION
825					
0400-800-825-00-625700-					
001167 AT&T MOBILITY	2015 5	INVOICE	223.23	D-030315	124966 PHONES & SCADA DATA
			223.23		
UTILITY MAINTENANCE EXPENSES					
TELEPHONE & POSTAGE					
	2015 5	INVOICE			
ACCOUNT TOTAL					
223.23					
UTILITIES					
0400-800-825-00-626000-	2015 5	INVOICE	92.24	D-030315	124972 8182 GETWELL RD NOR
000966 ENTERGY	2015 5	INVOICE	322.84	D-030315	124973 6854 TCHULAHOMA RD
000966 ENTERGY	2015 5	INVOICE	8,383.73	D-030315	124974 7525 GREENBROOK PKW
000966 ENTERGY	2015 5	INVOICE	12.51	D-030315	124970 7696 AIRWAYS BLVD
000966 ENTERGY	2015 5	INVOICE	19.72	D-030315	124970 HUNTERS GLEN ST
000966 ENTERGY	2015 5	INVOICE	51.99	D-030315	124971 5795 PEPPERCHASE DR
000966 ENTERGY	2015 5	INVOICE	29.44	D-030315	124970 1334 GOODMAN RD
000966 ENTERGY	2015 5	INVOICE	3,603.37	D-030315	124974 5850 GETWELL RD WAT
000966 ENTERGY	2015 5	INVOICE	14.32	D-030315	124970 8440 GREENBROOK PKW
000966 ENTERGY	2015 5	INVOICE	12.42	D-030315	124969 6845 MCCAIN DR
000966 ENTERGY	2015 5	INVOICE	7.82	D-030315	124973 8157A PARK PIKE
000966 ENTERGY	2015 5	INVOICE	231.54	D-030315	124974 3088 NAIL RD
000966 ENTERGY	2015 5	INVOICE	1,095.58	D-030315	124972 4154 DAVIS RD ST CL
000966 ENTERGY	2015 5	INVOICE	137.79	D-030315	124972 CHANCEY COVE LOT 4
000966 ENTERGY	2015 5	INVOICE	148.55	D-030315	
			14,163.86		
001167 AT&T MOBILITY	2015 5	INVOICE	94.34	D-030315	124966 SCADA DATA CARDS
013136 AT&T	2015 5	INVOICE	55.00	D-030315	124965 SCADA CARD - COLLEG
			14,313.20		
ACCOUNT TOTAL					
			14,536.43		
ORG 825 TOTAL					
			14,536.43		
FUND 0400 UTILITY FUND					
			14,536.43		
TOTAL:					
			14,536.43		

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CITY OF SOUTHAVEN
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ACCOUNT/VENDOR	YEAR/PERIOD: 2015/5 TO 2015/6	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
701							
0300-700-701-00-626705-							
003341 BANCORPSOUTH		28384		2015 5 DIR P	65,352.50	W-030315	43465 ACCOUNT #00392000071
				ACCOUNT TOTAL	65,352.50		
0300-700-701-00-650101-							
002242 TRUSTMARK NATIONAL B 28348				2015 5 DIR P	880,000.00	W-030315	43459 BOND 2014 RECREATIO
002242 TRUSTMARK NATIONAL B 28349				2015 5 DIR P	210,000.00	W-030315	43460 G/O BOND SERIES 201
				ACCOUNT TOTAL	1,090,000.00		
0300-700-701-00-650401-							
002242 TRUSTMARK NATIONAL B 28348				2015 5 DIR P	104,368.75	W-030315	43459 BOND 2014 RECREATIO
002242 TRUSTMARK NATIONAL B 28349				2015 5 DIR P	126,337.53	W-030315	43460 G/O BOND SERIES 201
				ACCOUNT TOTAL	230,706.28		
				ACCOUNT TOTAL	230,706.28		
				ORG 701	1,386,058.78		
				TOTAL	1,386,058.78		
				TOTAL:	1,386,058.78		

FUND 0300 DEBT SERVICE

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1540PPyle                | FY 2015 CLAIMS DOCKET W-030315 | apinvgl.a
YEAR/PERIOD: 2015/5 TO 2015/6
ACCOUNT/VENDOR          INVOICE          PO          YEAR/PR TYP S          WARRANT          CHECK          DESCRIPTION
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811
0400-800-811-00-650101-
002242 TRUSTMARK NATIONAL B 28347          UTILITY EXPENSE ACCOUNTS
                                         PRINCIPAL PAYMENT-NOTE
                                         2015 5 DIR P          280,000.00 W-030315          43458 BOND 2006 WATER & S
                                         ACCOUNT TOTAL          280,000.00
0400-800-811-00-650401-
002242 TRUSTMARK NATIONAL B 28347          BONDS REDEEM GNL OB INT
                                         2015 5 DIR P          161,793.76 W-030315          43458 BOND 2006 WATER & S
                                         ACCOUNT TOTAL          161,793.76
                                         ORG 811          TOTAL          441,793.76
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FUND 0400 UTILITY FUND          TOTAL:          441,793.76
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Southaven, Mississippi (hereinafter the "City of Southaven") for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Southaven, Mississippi in paying costs associated with construction, acquisition, development, additions to and expansion of buildings, facilities and property at Snowden Park in Southaven, Mississippi (the "Project") pursuant to Section 21 of House Bill 787, 2014 Regular Session, Laws of 2014 (hereinafter the "Act"). This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00), for the Project.

RECITALS

WHEREAS, the Act establishes the 2014 City of Southaven-Snowden Park Improvements Fund for the purpose of providing funds to the City of Southaven to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (the "State"), issued general obligation bonds of the State (the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, a portion of the proceeds of the Bonds have been deposited in the 2014 City of Southaven-Snowden Park Improvements Fund to fund the Project; and

WHEREAS, the Act authorizes the DFA within its discretion, to disburse monies in the 2014 City of Southaven-Snowden Park Improvements Fund to pay the costs of the Project; and

WHEREAS, the DFA has requested the City of Southaven to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by State of Mississippi state bidding laws, and other policies and procedures of the DFA Bureau of Building, Grounds and Real Property Management (the "Bureau"), and furnish any such documentation to the Bureau upon request; and

WHEREAS, the City of Southaven agrees to make every effort to expend the funds within thirty-six (36) months from the date of issuance of the Bonds by the State in accordance with guidelines found in Section 148 of the Internal Revenue Code; and

WHEREAS, the City of Southaven agrees to provide quarterly reports to DFA that summarize the expenditure of the 2014 City of Southaven-Snowden Park Improvements Act proceeds and the status of the Project. The first quarterly report shall be provided

within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. The City of Southaven- shall also provide the DFA a final report summarizing the expenditures and use of the proceeds upon completion of the Project; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the DFA and City of Southaven's best interest that the funds on deposit in the 2014 City of Southaven-Snowden Park Improvements Fund for the City of Southaven-Snowden Park Project should be disbursed to the City of Southaven and that the City of Southaven shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND CITY OF SOUTHAVEN, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. The DFA, pursuant to the Act, shall disburse funds from the 2014 City of Southaven-Snowden Park Improvements Fund upon the written request of the City of Southaven in paying costs associated with construction, acquisition, development, additions to and expansion of buildings, facilities and property.

SECTION 3. The City of Southaven agrees to use all funds received from the 2014 City of Southaven-Snowden Park Improvements Fund within the recommended thirty-six (36) month time period and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU; and further, by execution of this MOU, the City of Southaven does hereby certify that all funds it receives from the 2014 City of Southaven-Snowden Park Improvements Fund shall be used exclusively for the Project as authorized and provided by the Act. Failure on the part of the City of Southaven to adhere to any provision within this MOU may result in immediate action by the State to recover any unexpended funds.

SECTION 4. The City of Southaven agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this MOU and to submit such documentation to the Bureau upon request.

SECTION 5. The City of Southaven agrees to provide the DFA quarterly reports summarizing expenditure of the City of Southaven-Snowden Park proceeds and the status of the Project. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. The City of Southaven shall also provide the DFA with a final report summarizing the

expenditures and use of the bond proceeds upon completion of the Project.

SECTION 6. The City of Southaven agrees to maintain copies of all invoices and similar documentation for each expenditure of all funds received from the 2014 City of Southaven-Snowden Park Improvements Fund sufficient to satisfy and confirm, to DFA's satisfaction, that such funds have been expended **solely** for the costs of the Project as authorized and provided by the Act.

SECTION 7. The City of Southaven agrees to administer the project with respect to construction to be completed in accordance with the Bureau of Building, Grounds and Real Property Management Procedure Manual.

SECTION 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Southaven, Mississippi
Chris Wilson, City Administrator/CAO
City of Southaven
8710 Northwest Drive
Southaven, MS 38671
Phone: (662) 393-6939
Email: cwilson@southaven.org

Department of Finance and Administration
Attention: Mark Valentine, Bond Advisory Director
(For submission of reports and questions regarding funding)
501 North West Street, Suite 1301A
Jackson, Mississippi 39201
Phone: (601) 359-5022
Fax: (601) 359-2405
Email: Mark.Valentine@dfa.ms.gov

Or

Department of Financial Administration
Glenn Kornbreck, Bureau Director
(For project construction questions or issues)
Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401-B
Jackson, Mississippi 39201
Phone: (601) 359-3621
Fax: (601) 359-2470
Email: Glenn.Kornbreck@dfa.ms.gov

SECTION 9. This MOU shall be effective from and after signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____ Date: _____
Kevin J. Upchurch Executive Director

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____ Date: _____
Chris Wilson, City Administrator/CAO

EXHIBIT A

The City of Southaven-Snowden Park shall maintain on file, and make available to the DFA Bureau of Buildings, Grounds and Real Property Management upon request, the following items in relation to the City of Southaven-Snowden Park project:

1. Proof of Advertisement (i.e. copy of the advertisement, etc.) for professional services-Design and Construction Administration Services.
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Bid Documents.
4. Proof of the advertisement for bid, including but not limited to the Invitation for Bids and the proof of publication.
5. A list of bidders, including the Bid Tabulation Form together with recommendation of the Professional for the award of contract.
6. A copy of Contract award for construction of project.

The City of Southaven-Snowden Park agrees to keep on file a copy of all the above documents together with contractor pay requests and professional pay requests and approvals of payments for said services for potential of future audit.

The City of Southaven-Snowden Park agrees and acknowledges that all fees and costs incurred in the issuance and sale of the bonds shall come from the proceeds of the bonds.

6. Request to Advertise
Hurricane Creek Phase 8
Emergency Backup Pump
System

CONTRACT CHANGE ORDER

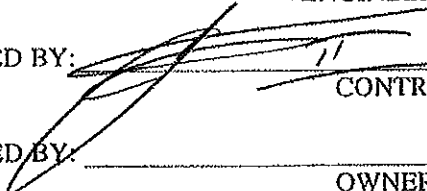
OWNER: City of Southaven
 CONTRACTOR: Argo Construction Corporation
 DATE: 03/11/2015 LOAN NUMBER: SRF-C280 910-01
 CHANGE ORDER NUMBER: 2 CONTRACT NUMBER: 5
 PROJECT NAME Hurricane Creek Pump Sewer Project - Phase 4 (Lester Road P.S. & Sewer Mains)
 REASON FOR CHANGE: Time extension required due to power company and abnormal weather delays.

THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED):

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT:			\$ 429,420.00	\$ 429,420.00
CURRENT CONTRACT AMOUNT:			\$ 429,420.00	\$ 429,420.00
THIS CONTRACT CHANGE:			()\$ 0.00	()\$ 0.00
REVISED CONTRACT AMOUNT:			\$ n/a	\$ n/a
CURRENT CONTRACT COMPLETION DATE:			03/05/2015	03/05/2015
TIME EXTENSION REQUIRED BY CHANGE:			36 days	36 days
REVISED CONTRACT COMPLETION DATE:			04/10/2015	04/10/2015

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:  3/12/15
 ENGINEER (Signature) DATE

ACCEPTED BY:  3/12/15
 CONTRACTOR (Signature) DATE

APPROVED BY: _____ DATE _____
 OWNER (Signature)

March 12, 2015
N-S Project No. 6.5146.064

Mr. Dan Cordell, PE, PS
Civil-Link, LLC
5779 Getwell Road, Bldg. B
Southaven, MS 38672

RE: Change Order No. 2 (time extension)– Summary Letter
Hurricane Creek Sewer Project – Phase 4
Lester Road Pump Station and Sewer Mains
and Legends Wastewater Lagoon Abandonment
MDEQ SRF-C280910-01 (Contract #5)

Dear Mr. Cordell:

The request for Change Order No. 2 is needed to allow construction time extension in order to complete the construction of the above referenced project. This change request is solely based on a time extension where there will be no additional costs to the contract.

After reviewing the Contractor's time extension request letter it is apparent that unforeseen conflicts with the local power company, compounded by a long duration of cold wet weather, has forced construction to a halt for several weeks. I have enclosed the contractor's request letter for your reference.

With no additional costs to the City, Neel-Schaffer requests that Change Order No. 2 be included on the agenda for review by the Board at the upcoming meeting. If you have any questions concerning this matter or need any additional information, please do not hesitate to contact our office.

Sincerely,

NEEL-SCHAFFER, INC.



Sean E. Hilsdon, P.E.
Project Manager

/seh

Enclosures: Change Order No. 2 (time extension)
Argo Construction Corp. – Time Extension Request Letter



March 11, 2015

City of Southaven, MS
C / O: Neel Schaffer, Inc.
ATTN: Mr. Sean Hilsdon
5740 Getwell Rd. Bldg. 2
Southaven, MS 38672

RE: Request for Extension of Time

Dear Mr. Hilsdon,

Please accept this as our Request for Extension of Time for the referenced project.

We respectfully request the Time for Completion for this project be extended from March 5, 2015 to April 10, 2015. This an extension of thirty six (36) calendar days. This extension is requested to allow for additional time, required by Entergy, to supply electric power to the site. They were originally scheduled to install power on February 19, 2015, but were delayed because of conflicts with where their power pole was to be set. Those problems have been rectified but, according to our conversations with Entergy, since that time weather conditions have prevented them from completing their work. They indicate they are ready to proceed as soon as weather permits.

We believe the thirty six (36) days requested will be ample to, not only have weather conditions allowing Entergy to complete their work but to allow us to complete work dependent on having power to the site.

If you have questions, or require additional information, please contact me @ (901) 753-3673.

Sincerely,



John A. Bryant II

AMB - MARS PROFESIONAL SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made between Southaven Fire Department ("CLIENT"), and Credit Bureau Systems, doing business as Ambulance Medical Billing ("AMB"). This Agreement will be effective for Services (as defined below) beginning on the _____ (the "Effective Date").

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Addenda, CLIENT and AMB agrees as follows:

1. **Services.** AMB will apply its best efforts to obtain reimbursement for CLIENT's charges for all services ("Services") rendered on or after the Effective Date, during the Term of this Agreement as defined herein, through billing of patients and third party payers and the management of CLIENT's accounts receivable (the "Services"). During the Term of this Agreement, AMB will be the sole provider of the Services to CLIENT. See attached Addenda 1 and 2 for additional services, which will be considered to be Services as defined above.

2. **Term.** The initial term of this Agreement will be for three (3) years (the "Initial Term") from the Effective Date. Renewal of this agreement for a successive three (3) year term shall require the execution of a new agreement between the parties. Notwithstanding the foregoing, this Agreement can be terminated by the CLIENT at any time, for any reason during the Initial Term and any successive term with thirty (30) days notice.. In the event of termination by the CLIENT during the initial term or successive term for any reason other than "for cause", CLIENT agrees to reimburse AMB for the following computer hardware and software supplied by AMB at a depreciated amount:
 - a. Six (6) GETAC computers – Total AMB Initial Investment = \$16,800;
 - b. ESO ePCR – Annual Subscription - Total AMB Initial Investment = \$7,995

For purposes of this Agreement, "for cause" shall be defined as a material failure, by AMB to comply with its obligations, as defined by the Operating Procedures and Addendum 1: Responsibilities of Each Party herein, within thirty (30) days of being given notice by CLIENT of such alleged material failure. Upon any termination of this Agreement by CLIENT for any reason other than "for cause", the CLIENT's reimbursement obligation to AMB for the computer hardware and software as set forth in this section shall be reduced in proportion to the three (3) year term that has lapsed or in the event of cancellation in a successive term, it shall be reduced based on the total term that has lapsed.

Upon the expiration of this Agreement, or upon any termination of this Agreement in which the CLIENT reimburses AMB as described above, it is agreed and understood that the hardware and software described in this Agreement shall be deemed to be the property of the CLIENT.

3. **Fees.** Beginning as of the Effective Date, CLIENT agrees to pay AMB monthly, a base fee of 6.0% per month of net collections (the “Base Fee”) during the initial three (3) year term.

Net collections shall be defined as the total sum of all monies collected by AMB for all services rendered by CLIENT.

CLIENT agrees to pay the Base Fee and Additional Charges, if such additional services corresponding to the additional charges are specifically requested by CLIENT, within thirty (30) days after receipt of each invoice from AMB. Notwithstanding anything to the contrary in this Agreement, AMB will have the right to terminate this Agreement immediately if CLIENT defaults on its payment obligations of any undisputed amounts due under Section 3 and such payment default is not cured within thirty (30) days after AMB delivers written notice of such default to CLIENT.

4. **Bank Account and Treasury Process.** A bank account or lockbox may be maintained in the name of CLIENT at a bank approved by CLIENT and all cash receipts will be directed into the bank account by AMB, or into a lockbox account, at the election of the CLIENT. AMB will have no signatory or ownership rights in the bank account and will have no right to negotiate or assert ownership rights in deposited funds or to checks made payable to CLIENT. CLIENT shall be responsible for all bank charges, and AMB shall have no responsibility for any bank errors or omissions.

CLIENT agrees AMB-MARS will direct all third party carriers to remit all funds electronically and direct to the CLIENT via an Electronic Funds Transfer. CLIENT agrees AMB-MARS will direct all responsible party payments and third party carrier payments where an electronic transfer is not possible to a United States Postal Service Post Box held by AMB-MARS. All funds received will be immediately deposited into the AMB-MARS Client Trust Account. Daily, all funds deposited to the AMB-MARS Client Trust Account will be swept to the CLIENT via an ACH sweep. CLIENT has the option for AMB-MARS to direct all patient payments and third party carriers to pay to a lockbox service. In the event CLIENT desires the use of a lockbox service, CLIENT is responsible for any and all associated fees and charges.

5. **Operating Procedures.** CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Services to provide to AMB with accurate and complete demographic, information, at no cost to AMB (“Demographic Information”). CLIENT acknowledges that AMB will rely on the Demographic Information in providing the Services and that the timing and amount of Net Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of AMB.

AMB will bill and attempt to collect CLIENT charges in a manner consistent with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by AMB. AMB will indemnify and hold harmless CLIENT against any damages or liabilities

incurred by CLIENT, its employees or contractors arising out of the failure of AMB's violation of aforementioned laws and regulations.

The parties may, from time to time, mutually agree to specific operating policies and procedures related to the performance of Services under this Agreement. Any such operating policies and procedures, or amendments thereto, will, upon mutual written and signed agreement, become an integral part of this Agreement and shall be binding upon both parties.

6. **Confidentiality of CLIENT Information.** AMB agrees not to disclose to anyone other than CLIENT any information about CLIENT's fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (CLIENT's "Confidential Information"), except as required to bill charges, as legally required or as otherwise provided herein .

In accordance with the Mississippi Public Records Act, CLIENT agrees that it will not disclose to third parties the software and resulting or related processes or documentation of the proprietary software employed by AMB to provide the Services or any information about AMB's fees, operations, business methods or strategies except as required by law (AMB's "Confidential Information"). Each party's Confidential Information shall remain the property of that party, during and after this Agreement.

To the extent permitted by law, each party affirms that it will at all times have in force a signed Confidentiality Agreement executed by each full time and part time employee, independent contractor, consultant and vendor that complies with the foregoing and that such Confidentiality Agreement(s) shall survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the preceding sentences, CLIENT agrees that AMB may use CLIENT information for research and statistical compilation purposes so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of AMB.

7. **Software and Proprietary Information.** AMB affirms that it will at all times during the term of this Agreement, have a valid and current copy of and license for use of any third party billing software used to provide the Services and that the CLIENT will be given timely notice of any changes in third party software vendor or system to the extent those changes would materially affect the Services. The parties agree that AMB may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by AMB and that AMB is not obligated to maintain paper copies. AMB further affirms that it will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location that no

CLIENT data shall be deleted or purged unless: a.) a period of seven years has passed since the date of service relevant to the CLIENT date; or, b.) CLIENT has given approval of such data deletion.

It is specifically acknowledged that all CLIENT data is the property of CLIENT but that AMB may maintain a copy for documentation of Services and for other purposes relating to this Agreement during and after the term of this Agreement.

8. **Termination Procedures.** In the event this Agreement is terminated, for whatever reason, or expires, AMB will:

- a) Continue to perform Services, at the then-current rates hereunder, for a period of one hundred twenty (120) days after the effective date of termination (the “Wind Down Period”) for all of CLIENT’s accounts receivable relating to CLIENT’s charges for Medical Services rendered prior to the termination date (“Existing Accounts Receivable”);
- b) CLIENT expressly agrees to cooperate and assist AMB with its performance during the Wind Down Period and will timely report, or cause to be reported, all payment applicable to the Existing Account Receivable for which AMB is responsible.
- c) At the end of the Wind Down Period, discontinue performing Services as to CLIENT’s Existing Accounts Receivable;
- d) Deliver to CLIENT, after and conditioned upon full payment to AMB of all undisputed fees owed to AMB by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format, including data layout and/or translation tables;
- e) Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, AMB shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with AMB for additional transitional services or for the provision of additional data, including CLIENT data, to be provided by AMB after the date of termination at CLIENT’s additional expense.

9. **Non-Employment.** During the term of this Agreement and for a one year period commencing with the termination of this Agreement, each party agrees not to employ, directly or indirectly, or through any third party rendering services on behalf of such party, any employees of the other or its parent, affiliates or subsidiaries without written consent of the other party. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this section and agrees that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this Section.

10. **Notice.** Any notices, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of receipt if sent or delivered to AMB,

Attention: President, if to AMB; and, Attention: CLIENT Fire Chief if to CLIENT. E-mail notice shall be permitted.

11. **Governing Law and Jurisdiction.** This Agreement shall be interpreted and governed by the laws and statutes of the State of Mississippi. In the event of disputes, it is agreed that all matters shall be tried in the venue and jurisdiction of DeSoto County, Mississippi or the U.S. District Court in Northern District of Mississippi.
12. **Disputes.** Any dispute arising under this agreement may be resolved by the parties in a judicial forum..
13. **Indemnification.** AMB will indemnify, defend (including providing a legal defense and paying all reasonable attorneys' fees and reasonable litigation expenses) and hold harmless, CLIENT, its officers, directors, officials, shareholders, employees and contractors, against any damages or liabilities (including but not limited to any claims, judgments, causes of action, fines, penalties, attorneys' fees, litigation costs and/or damages) arising out of AMB failure to strictly comply with this Agreement, or its negligence and/or intentional acts which cause damages in performing its duties and obligations under this Agreement.

To the extent permitted by law, CLIENT will indemnify, defend (including providing a legal defense and paying all reasonable attorneys' fees and reasonable litigation expenses) and hold harmless, AMB, its officers, directors, shareholders, employees and contractors, against any damages or liabilities (including but not limited to any claims, judgments, causes of action, fines, penalties, attorney fees, litigation costs and/or damages) arising out of CLIENT's failure to strictly comply with this Agreement, or its negligence and/or its intentional acts which cause damages in performing its duties and obligations under this Agreement.

14. **Independent Contractors.** The parties to this agreement are each independent contractors and nothing in this Agreement shall be construed to create an employment relationship between either party or its members.
15. **Insurance.** AMB affirms that at all times during the term(s) of this Agreement, it shall have in force valid Worker's Compensation insurance covering all of its employees, as well as General Liability Insurance, Fidelity Bond insurance with a policy limit of no less than \$250,000, and Errors and Omissions insurance with a policy limit of no less than \$3,000,000. AMB shall give CLIENT timely notice of the cancellation or lapse of any of the above policies and AMB agrees that such lapse or cancellation shall be deemed Cause for immediate termination of this Agreement. CLIENT shall be a named insured on the above policies.
16. **Inspection.** CLIENT, its agents and representatives, shall at all times during the term of this Agreement, have reasonable access, during regular business hours, to review and inspect the location(s) where the services are performed.. Any inspection performed shall be governed by the confidentiality provisions

of this Agreement and shall be conducted so as not to disrupt AMB's staff or business. AMB shall not unreasonably deny, restrict or delay access for any requested inspection.

In the event that CLIENT engages the services of an outside party to conduct or assist in any inspection, CLIENT shall ensure that all other parties are bound by a Confidentiality Agreement identical to the one applicable to the parties to this agreement.

17. Force Majeure. It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by AMB for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until AMB can restore services, at which time AMB's responsibilities and rights under this Agreement shall be reinstated. For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any such catastrophic event, as stated above.

18. Miscellaneous.

- a) This Agreement contains the entire agreement of the parties relative to the services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.
- b) This Agreement specifically supersedes any prior written or oral agreements between the parties relating to the provisions of the Services.
- c) This Agreement is binding upon, and inures to the benefit of and is enforceable by AMB, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 19 (d) below.
- d) Neither party may assign this Agreement without the prior written consent of their counterpart, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party. If, after sixty (60) days of any merger or business combination, CLIENT or AMB determines, in its good faith belief, that the successor party is not meeting its obligations under this Agreement, then such a termination of this Agreement shall be for Cause as defined herein.
- e) Any amendments or changes to this Agreement will be in writing and will not be effective until executed by both parties.

- f) AMB and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT

AMB

By: _____

By: William Harold

Name: _____

Name: William Harold

Title: _____

Title: Executive Director

Date: _____

Date: 3/12/15

ADDENDUM 1: RESPONSIBILITIES OF EACH PARTY

In performance of their duties for the collection of reimbursement for services rendered by CLIENT, AMB shall:

1. Provide coding of all encounters generated by CLIENT, as required by third party payers, inclusive of, but not limited to: CPT-4, HCPCS, ICD-9 CM, and ICD-10 coding schemes.
2. Issue bills to individuals for all self pay patients with a minimum 2 statements and 1 script letter (COLLECTION NOTICE). CLIENT will be given limited discretion regarding the wording to appear on bills and letters. AMB and CLIENT acknowledge that all COLLECTIONS NOTICES shall comply with Mississippi State law and shall be approved by the Mayor and Board of Aldermen.
3. Regularly monitor services and volume(s) with detailed, encounter/run audits, reconciled to applicable service, encounter and activity records/logs, for at least 12 months (12) individual months in Year 1 of this agreement and three (3) month per year thereafter. The goal of this monitoring is to assure that greater than 98% of all billable services are processed for billing. In the event that an audit produces less than 98% reconciliation, corrective steps will be initiated and monthly audits will be performed until 98% reconciliation is achieved. CLIENT, at its' own expense, may conduct additional audits at any time.
4. If required, develop and maintain electronic data interfaces directly with CLIENT's hospital service sites (where such sites allow) for the collection of patient demographic data within ninety (90) days of execution of this Agreement. CLIENT agrees to apply its best efforts to assist AMB in achieving these interfaces, including, but not limited to interceding with hospital Information Systems staff, Administration and others.
5. Issue initial billings to insurance providers no more than 48 hours of receiving all required information.
6. Submit claims electronically to all third party payers capable of accepting claims in electronic format.
7. Prepare and deliver month-end reports of the billing performance and practice statistics in no later than the tenth (10th) business day of the next month. This duty may be fulfilled by electronic and/or paper reports.
8. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third parties.
9. Provide toll free phone numbers for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.

CLIENT, in supporting the success of the billing process and to facilitate optimal performance by AMB, shall:

1. Identify one (1) administrative and one (1) clinical representative to whom AMB may, respectively, address all matters related to Services under this Agreement. If AMB or their selected vendor performs coding for CLIENT, CLIENT will also appoint a coding representative. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, which do not alter or amend the contract. These individuals will provide timely response to all reasonable requests by AMB.
2. Warrant that AMB may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices; and, physician signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT.
3. As part of preparing a service report, CLIENT providers will apply their best efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. AMB shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate.
4. Assist AMB in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs, facilities and other institutions in order to achieve the goals of this Agreement and the provision of Services by AMB in an efficient and cost-effective manner.
5. Provide AMB with timely notice (sixty [60] days in advance) of the expected addition or reduction of services in order for AMB to have adequate time to perform its duties under the agreement. AMB will not be responsible for losses or delays in payment resulting from untimely notice.
6. It is the mutual goal of CLIENT and AMB to conduct all billing in a compliant manner. CLIENT will establish and enforce, and AMB will follow, written billing policies and procedures that will serve as the foundation of a Compliance Program for CLIENT and AMB. These billing policies and procedures will be developed and amended, as needed, in concert with AMB's Compliance Staff and AMB's Compliance Plan, as described in the Agreement and shall be consistent with AMB's Compliance Plan.
7. Provide timely (within five [5] business days of receipt) response to chart and other information requests, made by payers and forwarded from AMB.
8. Upon receipt of the requisite research and worksheets from AMB, CLIENT will timely issue refunds of overpayments to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify AMB of the receipt of cancelled checks upon which AMB shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.
9. Assure that all information required for CLIENT enrollment, if performed by AMB, is provided timely, accurately and completely. AMB shall not be responsible for delays in provider or payer enrollment and subsequent billing and payment delays or losses related to delayed response by CLIENT.
10. Provide AMB with timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that AMB may accommodate these changes, as necessary.

ADDENDUM 2: COMPLIANCE

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Corporate Compliance Plan adopted by each party, as referred to in the Agreement each party agrees to the following:

1. At least once each quarter, the parties will meet to discuss compliance and review their respective past and planned compliance activities.
2. Each party will conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart's compliance or performance under this Agreement.
3. Each party agrees that their counterpart may review their Compliance Program upon request.
4. Each party agrees to conduct background checks on all employees, contractors, agents and vendors to assure that services are provided by individuals not excluded by any government authority.
5. Each party agrees to maintain compliance records and assure their completeness, security and safety.
6. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
 - a) Improper waiver of charges, deductibles and copayments;
 - b) Upcoding, unbundling, serial reporting and other coding violations;
 - c) Misuse of a provider number or misrepresentation of the identity of a provider of services;
 - d) Failure to repay overpayments or untimely refund of overpayments;
 - e) Seeking duplicate payment for the same service and/or from the same source;
 - f) Failure to maintain proper records of current and prior billing;
 - g) Failure to protect the confidentiality of patient information;
7. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart's conduct, they will promptly communicate that concern to their counterpart. The party receiving notice will take prompt action to investigate the notice and will timely (within 30 days) report back to their counterpart on the status of the reported concern.
8. Each party specifically agrees that they will defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart's response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they immediately report to anyone other than their counterpart.
9. Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.
10. It is expressly agreed that AMB has the right and duty to suspend submission of any and all claims that AMB reasonably believes are, or may be, improper and would subject CLIENT or AMB to compliance violations. AMB has the duty to provide reasonable and timely notice to CLIENT of such suspension and to make reasonable and timely efforts to resolve the reason(s) leading to suspension of claim submission. In the event that investigation is required to resolve the suspension, each party agrees to cooperate in such investigation.
11. Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.

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

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

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

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

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

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

REMAINDER OF PAGE LEFT BLANK

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

Alderman William Brooks

Alderman Kristian Kelly

Alderman Shirley Beshears

Alderman George Payne

Alderman Joel Gallagher

Alderman Scott Ferguson

Alderman Raymond Flores

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 17th day of March, 2015.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK



**Information Technology &
Emergency Communications Department
City of Southaven, MS**

8710 Northwest Drive * Southaven, MS *38671* Office (662) 280-6557 * FAX (662) 280-6559

To: Mayor Musselwhite/Board of Aldermen
From: Chris Shelton
Date: 03/09/15
RE: Surplus Property

Mayor and Board,

Attached is a list of items that have reached end of life and are no longer of use.

I respectfully request permission to dispose of them as appropriate and in accordance with state law, and remove the items from fixed assets inventory.

Respectfully,

Chris Shelton
Director of Information Technology
And Emergency Communications

10.

Planning Agenda

11.

Mayor's Report

12.

Citizen's Agenda

Graziella Fichthorn

Personnel Docket

March 17, 2015

Payroll Additions	Position	Department	Start Date	Rate of Pay
Keyona Williams	Concessions	Park Tournaments - 412	March 9, 2015	\$7.25
Robert Percy	Vehicle Maintenance	Police - 211	TBD	\$13.00

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Matthew Smith	Patrol Officer II	Patrol Officer III	March 23, 2015	\$21.10
Erik Sammis	Patrol Officer II	Patrol Officer III	March 23, 2015	\$21.10
Monty Norwood	Patrol Officer II	Patrol Officer III	March 23, 2015	\$21.10
Jeremy Delaney	Patrol Officer II	Patrol Officer III	March 23, 2015	\$21.10
LaToya Mabry	Records Clerk	Records Clerk III	March 23, 2015	\$15.00
Kimberly Kennedy	Records Clerk	Records Clerk III	March 23, 2015	\$15.00

Employee Name	Department	Action Taken	Effective Date	With/Without Pay
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Payroll Deletions	Position	Department	Termination Date	Rate of Pay
Gregory Stacks	Sergeant	Police - 211	March 26, 2015	\$21.90

14.

City Attorney's
Legal Update

15.
Old Business

Starlanding Road MOU

**AGREEMENT OF DESOTO COUNTY, MISSISSIPPI AND THE CITY OF
SOUTHAVEN MISSISSIPPI FOR IMPROVING
STARLANDING ROAD**

COME NOW, DeSoto County, Mississippi (hereinafter referred to as County) and the City of Southaven (hereinafter referred to as City) and enter into this Agreement relating to work to be performed to improve certain shoulder areas of Starlanding Road from Highway 51 to Getwell Road in Southaven, DeSoto County, Mississippi and would recite as follows:

WHEREAS, the County and the City desire to improve the aforementioned Starlanding Road (“Road”) so as to protect the Road from further degrading by performing grading work to the shoulder of the Road by providing new rock material or other material as appropriate, which will be deposited at certain locations on the Road and applied to complete the shoulder and fit it in to the other undamaged shoulder around the Road (the “Project”); and

WHEREAS, the parties mutually agree that completion of the Project will be beneficial to the County as a whole and the City as a whole, and will protect safe access and traffic flow along the Road; and

WHEREAS, the County and City wish to expedite the Project and desire to take all steps necessary to make the Project possible; and

WHEREAS, the City and County will work in conjunction for the Project and the County will provide in-kind services, via a Road Grader, which will be used a “spreader”, along with the appropriate personnel to operate the Road Grader and the City shall provide two (2) dump trucks, a backhoe, all other personnel and all materials for the Project; and

WHEREAS, the City does affirm by the signature of its representative on this document that it has the right to perform the work for this Project, which lies within the municipal boundaries of the City, and, further, by the signature of its representative on this document does affirm that the Board of Alderman for the City has appropriately voted to allow the City to undertake the work, to contribute funding and to enter into this contract; and

WHEREAS, the County does affirm by its representative's signature on this document that it has the right to undertake the Project, as the same is located within the limits of the County, and, further, by the signature on this document does affirm that the DeSoto County Board of Supervisors has appropriately voted to undertake the Project and enter into this contract; and

WHEREAS, an Interlocal Agreement is not necessary in this cause but, rather, Miss. Code Ann. Section 17-5-15 allows the parties to enter into a contract to accomplish its purpose and allow for the lending of equipment for the purposes of the Project.

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

1. The City, or its agents and contractors, shall design, engineer and construct the improvements necessary to complete the Project. Any and all plans for the Project will be prepared by the City, or its engineers, in its discretion. The City will permit the County access to all construction plans, specifications, sitemaps and related documents.

2. If necessary, the City shall advertise and solicit all bids for the Project.

3. If any contracts are required, the City shall be the party to award the contract(s), in its discretion, and shall be the party who executes and enters into all contracts, for work to be performed and purchases to be made for the satisfactory completion of the Project.

4. All work of the Project will be performed on and within existing public right-of-ways or easements. In the event it becomes necessary to obtain any additional right-of-way or easement to complete the Project the City shall be responsible for acquiring the same. The City shall grant the use of to the County any City held property, and/or right-of-ways required for the project and approaches to the County at no cost to the County.

5. The City shall negotiate all acquisitions of additional right of way, easements or property with the affected landowner, or their representative.

6. As part of the Project, the County, at no cost to the City, shall provide in-kind services by lending to the City a Road Grader and the appropriate personnel to operate the Road

Grader. The City shall provide shall provide two (2) dump trucks, a backhoe, all other personnel and all materials for the Project. The City shall direct the activities of City and County personnel. However, in the event of a dispute regarding personnel and/or the operating of the Road Grader or if County personnel determine the direction being given is unreasonable, unlawful or creates a danger of harm to himself/herself or any member of the public, County personnel shall have the right to refuse to follow the direction of the City. In addition, the County shall retain ultimate control and direction over its Road Grader and personnel and County has no obligation to provide equipment or personnel at any given time should the Road Manager determine no available equipment and/or personnel. The County shall have no further obligation other than to provide the Road Grader and appropriate personnel to operate the Road Grader. Notwithstanding the foregoing, each party shall be responsible for their individual attorney and/or administrative fees incurred in relation to the Project.

7. After completion of the Project, the City agrees to maintain the portions of the Project located within its jurisdiction in a regular and satisfactory manner.

8. The City will, at its own expense, relocate or have adjustments made to public utilities for the Project to the extent such are within their jurisdiction. The utility relocations will be in a manner consistent with the policies and standards of the Mississippi State Aid Engineer.

9. Either party may terminate this Agreement (i) in the event of a material breach or default by the other party which remains uncured following sixty (60) days written notice describing such breach or default in reasonable detail. In which case, the non-defaulting party shall, if it so elects, have the right to terminate the Agreement upon giving the defaulting party final notice of termination of the Agreement and the effective date of such termination shall be specified in such notice (which shall be not less than 7 days after the giving of such notice), or (ii) this Agreement may be terminated at any time upon the mutual written agreement of the parties.

10. Neither this Agreement nor any of its terms may be changed or modified, waived or terminated except by an instrument in writing, approved by the governing body of each party,

with such approval spread upon its official minutes, and signed by each party's designated representative.

11. This Agreement shall remain in effect until the completion of the terms set forth herein. Notwithstanding the foregoing, the obligations of the City to maintain the Project after completion, as set forth in paragraph 7, shall survive the termination of this Agreement.

12. Miscellaneous provisions:

a. Any notices provided under this Agreement shall be deemed properly given if reduced to writing and personally delivered or transmitted by registered or certified mail, or by a traceable commercial delivery service including Federal Express, UPS, Airborne or the equivalent, to the other party, with postage prepaid, or if transmitted by recognized overnight courier service or facsimile, with confirmation receipt.

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 effect any other provision of the 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 document 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. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. 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.

e. In the event this Agreement extends beyond the term of the existing term of the majority of the membership of the DeSoto County Board of Supervisors or the Board of Alderman for the City of Southaven, it will be deemed to automatically renew and be binding upon their successor Boards unless, by majority vote, the incoming Board terminates the same.

f. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing, approved by each party, and signed by each parties authorized representative.

g. Nothing in this Agreement shall be construed to form any agency relationship between any of the parties executing this agreement. Further, nothing in this Agreement shall be interpreted to impute the actions of one party of this contract to other

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

DESOTO COUNTY, MISSISSIPPI

BY: _____
PRESIDENT,
BOARD OF SUPERVISORS

DATE: _____

ATTEST: _____
CLERK - BOARD OF SUPERVISORS

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
MAYOR

DATE: _____

ATTEST: _____
CITY CLERK



The City of Southaven Docket Recap

March 17, 2015

General Fund		451,696.13
	Balance Sheet	280.26
	Mayor Admin	235.81
	Board of Aldermen	1,811.51
	Arts And Cultural Affairs	1,719.19
	Court	211,945.77
	Finance & Administration	618.70
	Information Technology	12,051.91
	City Clerk	1,647.74
	Operations Department	-
	Planning & Engineering	12,137.82
	Police	52,370.95
	Fire	22,653.88
	Fire Prevention	370.00
	EMS	29,470.50
	Public Works	9,600.09
	Streets	286.92
	Parks	23,424.20
	Park Tournaments	12,148.30
	Code Enforcement	2,210.75
	City Fuel	-
	Expense Accounts	32,490.15
	Administrative Expenses	-
	Litigation	18,780.68
	Liability Insurance	5,441.00
	Professional Dues	-
	Bond Funded CAP Proj	12,904.96
	Tourist & Convention	75,144.73
	Debt Service	11,491.54
	Utility Fund	533,409.85
	Sanitation Fund	89,854.74
	Payroll Fund	-
	DOCKET TOTAL	1,174,501.95

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 CITY OF SOUTHAVEN
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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
GENERAL FUND						
0010 0010-000-000-00-500700- 014263 ENGLAND RYAN	322015		RECREATIONAL FEES 2015 6 INV A	45.00	C-031715	GRIFFIN ENGLAND BAS
ACCOUNT TOTAL				45.00		
ORG 0010 TOTAL				45.00		
MAYOR ADMIN DEPARTMENT						
OFFICE SUPPLIES						
111 0010-100-111-00-610400- 007600 OFFICE DEPOT	757301766001		2015 6 INV A	9.84	C-031715	POST CARDS
007600 OFFICE DEPOT	757301849001		2015 6 INV A	20.87	C-031715	POST CARD ENVELOPES
				30.71		
ACCOUNT TOTAL				30.71		
TRAVEL & TRAINING						
0010-100-111-00-626900- 001339 CREDIT CARD CENTER	2182015		2015 6 INV A	205.10	C-031715	TRAVEL LODGING
ACCOUNT TOTAL				205.10		
ORG 111 TOTAL				235.81		
BOARD OF ALDERMAN						
TRAVEL & TRIANING WARD 1						
115 0010-100-115-00-626901- 001339 CREDIT CARD CENTER	2182015		2015 6 INV A	205.10	C-031715	TRAVEL LODGING
ACCOUNT TOTAL				205.10		
TRAVEL & TRAINING-WARD 3						
0010-100-115-00-626903- 015274 PAYNE GEORGE	3112015		2015 6 INV A	1,196.21	C-031715	BLUE RIBBON COMMITT
ACCOUNT TOTAL				1,196.21		
TRAVEL & TRAINING-WARD 4						
0010-100-115-00-626904- 001339 CREDIT CARD CENTER	2182015		2015 6 INV A	102.55	C-031715	TRAVEL LODGING
ACCOUNT TOTAL				102.55		
TRAVEL & TRAINING-WARD 5						
0010-100-115-00-626905- 001339 CREDIT CARD CENTER	2182015		2015 6 INV A	205.10	C-031715	TRAVEL LODGING
ACCOUNT TOTAL				205.10		
TRAVEL & TRAINING-WARD 6						
0010-100-115-00-626906- 001339 CREDIT CARD CENTER	2182015		2015 6 INV A	102.55	C-031715	TRAVEL LODGING
ACCOUNT TOTAL				102.55		
ORG 115 TOTAL				1,811.51		

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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET C-031715

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YEAR/PERIOD: ACCOUNT/VENDOR	2015/5 TO 2015/6 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
120 ARTS AND CULTURAL AFFAIRS						
OFFICE SUPPLIES						
0010-400-120-00-610400- 006685 MID SOUTH DIGITAL	477073		2015 6 INV A	445.17	C-031715	A1861 COPIER
021382 PETTY CASH	32015		2015 6 INV A	38.07	C-031715	PARKS-PETTY CASH
ACCOUNT TOTAL				483.24		
0010-400-120-00-622100- PROFESSIONAL FEES						
011125 PULEO VICKI GREENE	49-15		2015 6 INV A	308.00	C-031715	YOGA INSTRUCTOR
013302 MCMULLIN GLORIA	2-15		2015 6 INV A	180.00	C-031715	LINE DANCE INSTRUCT
016884 MCARTHUR MARGARET	179-15		2015 6 INV A	105.00	C-031715	ART CLASS
016884 MCARTHUR MARGARET	180-15		2015 6 INV A	105.00	C-031715	ART CLASS
				210.00		
017200 SMITH JOYCE W	138-15		2015 6 INV A	25.00	C-031715	YOGA CLASS
017200 SMITH JOYCE W	139-15		2015 6 INV A	25.00	C-031715	YOGA CLASSES
				50.00		
021019 CAIN LINDA A	030215		2015 6 INV A	60.00	C-031715	LINE DANCE NIGHT CL
021019 CAIN LINDA A	52-15		2015 6 INV A	60.00	C-031715	LINE DANCE CLASSES
				120.00		
021382 PETTY CASH	32015		2015 6 INV A	367.95	C-031715	PARKS-PETTY CASH
ACCOUNT TOTAL				1,235.95		
ORG 120 TOTAL				1,719.19		
125 COURT DEPARTMENT						
COURT BOND REFUND						
0010-100-125-00-621500- 022928 STONE ZACHARY SCOTT	2272015		2015 6 INV A	250.00	C-031715	CASH BOND REFUND
022929 MARTIN JEREMIAH RAY	2272015		2015 6 INV A	137.00	C-031715	CASH BOND REFUND
023003 HERNANDEZ ISHAEL RUIZ	342015		2015 6 INV A	714.00	C-031715	CASH BOND REFUND
023005 JOHNSON KAVARIUS KEN	3102015		2015 6 INV A	62.00	C-031715	CASH BOND REFUND
023007 MAYER SHELBY DANON	3112015		2015 6 INV A	500.00	C-031715	CASH BOND REFUND
ACCOUNT TOTAL				1,663.00		
0010-100-125-00-621501- COURT FINES						
000955 STATE TREASURER	322015		2015 6 INV A	184,415.41	C-031715	MONTHLY STATE ASSES

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
000962 CRIME STOPPERS	322015		2015	6	INV A	3,229.32	C-031715	MONTHLY CRIME STOPP
000963 DEPT OF PUBLIC SAFET	3022015		2015	6	INV A	1,700.00	C-031715	IGNITION INTERLOCK
000963 DEPT OF PUBLIC SAFET	322015		2015	6	INV A	13,890.64	C-031715	IWRCP MONTHLY ASSES
						15,590.64		
ACCOUNT TOTAL						203,235.37		
0010-100-125-00-621505- COURT SUPPLIES								
000403 LAWRENCE PRINTING CO	82957		2015	6	INV A	909.44	C-031715	UNIFORM SUMMONS FOR
000403 LAWRENCE PRINTING CO	82958		2015	6	INV A	1,486.88	C-031715	TRAFFIC TICKETS
						2,396.32		
006685 MID SOUTH DIGITAL	476944		2015	6	INV A	23.59	C-031715	A2761 COURT 1 COPIE
006685 MID SOUTH DIGITAL	477071		2015	6	INV A	8.32	C-031715	A2762 COURT 2 COPIE
006685 MID SOUTH DIGITAL	477179		2015	6	INV A	184.55	C-031715	A4675 COURT BLDG CO
006685 MID SOUTH DIGITAL	89821A		2015	6	INV A	359.85	C-031715	TONER
						576.31		
007504 PAETEC	58088355		2015	6	INV A	670.47	C-031715	REISSUE-PHONE SERVI
012714 IRON MOUNTAIN	LEE7732		2015	6	INV A	2,425.24	C-031715	SECURE STORAGE
013136 AT&T	2808367215		2015	6	INV A	230.66	C-031715	COURT PHONE SERVICE
ACCOUNT TOTAL						6,299.00		
0010-100-125-00-622100- PROFESSIONAL SERVICES								
010297 HOLLAND JAMES	342015		2015	6	INV A	200.00	C-031715	SPECIAL PROSECUTOR
017731 OWENS ELIZABETH	3042015		2015	6	INV A	200.00	C-031715	SPECIAL PROSECUTOR
017731 OWENS ELIZABETH	342015		2015	6	INV A	100.00	C-031715	SPECIAL PUBLIC DEFE
						300.00		
ACCOUNT TOTAL						500.00		
0010-100-125-00-626900- TRAVEL & TRAINING								
013549 MCELHANNON, KRISTEN	362015		2015	6	INV A	248.40	C-031715	MILEAGE
ACCOUNT TOTAL						248.40		
ORG 125 TOTAL						211,945.77		
145 DEPARTMENT OF FINANCE & ADMIN								
0010-100-145-00-626900- TRAVEL & TRAINING								
002396 WILSON CHRIS	332015		2015	6	INV A	258.70	C-031715	GFO CONFERENCE AIRF
016889 CENTER FOR GOVERN	2202015		2015	6	INV A	200.00	C-031715	EDI MCILWAIN CLERK

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
022225 MSCPA	2202015		2015 6 INV A	160.00	C-031715	E MCILWAIN-MEMBERSH
			ACCOUNT TOTAL	618.70		
		ORG 145	TOTAL	618.70		
150			INFORMATION TECHNOLOGY			
0010-100-150-00-610400- 006685 MID SOUTH DIGITAL	477108		OFFICE SUPPLIES 2015 6 INV A	10.03	C-031715	ITEC COPIER
007600 OFFICE DEPOT	1760350060		2015 6 INV A	62.93	C-031715	ITEC DISPATCH - INK
022719 UMB CARD SERVICES	32715		2015 6 INV A	24.00	C-031715	ITEC SUPPLIES, PHON
			ACCOUNT TOTAL	96.96		
0010-100-150-00-610500- 000739 CDW GOVERNMENT INC	SH69698		COMPUTERS 2015 6 INV A	83.16	C-031715	VOICE RECOG. SOFTWA
001091 BLUFF CITY ELECTRONI	ME338406-01		2015 6 INV A	21.10	C-031715	CABLE FOR SID INSTA
001091 BLUFF CITY ELECTRONI	ME388673-01		2015 6 INV A	276.08	C-031715	ITEC SERVER ROOM SU
				297.18		
001361 SAM'S CLUB DIRECT	000467		2015 6 INV A	1,915.96	C-031715	2 TV'S AND MOUNTS
007600 OFFICE DEPOT	1760658652		2015 6 INV A	335.19	C-031715	WIRELESS KEYBOARD A
007600 OFFICE DEPOT	1760658658		2015 6 INV A	35.21	C-031715	WIRELESS KEYBOARD
				370.40		
007817 PROTECH SYSTEMS	SVC22857		2015 6 INV A	154.58	C-031715	PATCH CABLES
022719 UMB CARD SERVICES	32715		2015 6 INV A	177.89	C-031715	ITEC SUPPLIES, PHON
			ACCOUNT TOTAL	2,999.17		
0010-100-150-00-610550- 005890 TIME WARNER TELECOM	06861000		NETWORK CONNECTIVITY 2015 6 INV A	5,632.95	C-031715	INTERNET & NETWORK
014581 ELECTRONIC VAULTING	A211829		2015 6 INV A	2,400.00	C-031715	OFF-SITE STORAGE
			ACCOUNT TOTAL	8,032.95		
0010-100-150-00-611300- 000887 JIMMY GRAY CHEVROLET	631300		MOTOR VEH REPAIRS/MAINT 2015 6 INV A	427.42	C-031715	IMPACT BAR ITEC DIR
			ACCOUNT TOTAL	427.42		
0010-100-150-00-612500- 006877 TACTGEAR INC	4267		UNIFORMS 2015 6 INV A	35.37	C-031715	UNIFORM ALLOT. - C.

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL				35.37		
0010-100-150-00-614000-			GASOLINE/OIL			
006919 FUELMAN	NP43720155		2015 6 INV A	43.63	C-031715	ITEC FUEL
006919 FUELMAN	NP43787873		2015 6 INV A	63.42	C-031715	ITEC FUEL
				107.05		
ACCOUNT TOTAL				107.05		
0010-100-150-00-625700-			TELEPHONE/POSTAGE			
001137 FEDEX	2-950-57572		2015 6 INV A	23.49	C-031715	SHIPPING
022719 UMB CARD SERVICES	32715		2015 6 INV A	129.50	C-031715	ITEC SUPPLIES, PHON
ACCOUNT TOTAL				152.99		
0010-100-150-00-626900-			TRAVEL & TRAINING			
016889 CENTER FOR GOVERN	030615MD		2015 6 INV A	200.00	C-031715	CLERK TRAINING - M.
ACCOUNT TOTAL				200.00		
ORG 150 TOTAL				12,051.91		
155		CITY CLERK				
0010-100-155-00-610400-			OFFICE SUPPLIES			
000403 LAWRENCE PRINTING CO	83152		2015 6 INV A	222.19	C-031715	MINUTE BOOK #35/MON
007600 OFFICE DEPOT	757301850001		2015 6 INV A	25.35	C-031715	OFFICE SUPPLIES/STA
020229 DOVE DATA PRODUCTS	SI-1411858		2015 6 INV A	99.00	C-031715	HP 4250 KIT INSTALL
020229 DOVE DATA PRODUCTS	SI-1411910		2015 6 INV A	99.00	C-031715	HP-4200 KIT INSTALL
				198.00		
ACCOUNT TOTAL				445.54		
0010-100-155-00-625700-			TELEPHONE & POSTAGE			
000166 AT&T	030381480315		2015 6 INV A	415.43	C-031715	PHONE SERVICES-CITY
007504 PAETEC	58071343		2015 6 INV A	722.33	C-031715	PHONE SERVICES/CITY
ACCOUNT TOTAL				1,137.76		
0010-100-155-00-626100-			ADVERTISING			
001185 DESOTO TIMES-TRIBUNE	300076274		2015 6 INV A	64.44	C-031715	HURRICANE CREEK:PH
ACCOUNT TOTAL				64.44		
ORG 155 TOTAL				1,647.74		

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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
180			PLANNING / ENGINEERING DEPT			
0010-100-180-00-610400- 006685 MID SOUTH DIGITAL	477106		OFFICE SUPPLIES 2015 6 INV A	8.56	C-031715	A1860 BUILDING
			ACCOUNT TOTAL	8.56		
0010-100-180-00-611000- 007600 OFFICE DEPOT	754778469001		MATERIALS 2015 6 INV A	163.60	C-031715	FOLDERS/BLDG PERMIT
			ACCOUNT TOTAL	163.60		
0010-100-180-00-612500- 000983 PARAMOUNT UNIFORMS R 284176 000983 PARAMOUNT UNIFORMS R 284581 000983 PARAMOUNT UNIFORMS R 285910			UNIFORMS 2015 6 INV A 2015 6 INV A 2015 6 INV A	14.99 6.53 6.53	C-031715 C-031715 C-031715	UNIFORMS UNIFORMS BLDG. DEPT. UNIFORM
				28.05		
			ACCOUNT TOTAL	28.05		
0010-100-180-00-620800- 001213 TRI-STATE TROPHY	60722		URBAN FORESTRY 2015 6 INV A	52.50	C-031715	J HERNDON PLATE
			ACCOUNT TOTAL	52.50		
0010-100-180-00-622100- 018221 CIVIL-LINK, LLC 41247 018221 CIVIL-LINK, LLC 41248 018221 CIVIL-LINK, LLC 41250			PROFESSIONAL FEES 2015 6 INV A 2015 6 INV A 2015 6 INV A	1,400.00 1,544.40 8,000.00	C-031715 C-031715 C-031715	MDOT TEP BIKE TRAIL NRCS EMERGENCY DRAI GENERAL SERVICES
				10,944.40		
			ACCOUNT TOTAL	10,944.40		
0010-100-180-00-626900- 001339 CREDIT CARD CENTER	2182015		TRAVEL & TRAINING 2015 6 INV A	776.71	C-031715	TRAVEL LODGING
017293 JAMES EDWARD T	3102015		2015 6 INV A	82.00	C-031715	MACE CONFERENCE/VIC
021031 STEWART CYNTHIA	3112015		2015 6 INV A	82.00	C-031715	MACE CONFERENCE/VIC
			ACCOUNT TOTAL	940.71		
			ORG 180 TOTAL	12,137.82		
211			POLICE DEPARTMENT			
0010-200-211-00-610400- 001368 PIRTLE, STEVE	3112015		OFFICE SUPPLIES 2015 6 INV A	10.48	C-031715	EXPENSE REIMBURSEME
007600 OFFICE DEPOT	756462139001		2015 6 INV A	603.96	C-031715	OFFICE SUPPLIES

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YEAR/PERIOD: 2015/5 TO 2015/6 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL						614.44		
MATERIALS								
0010-200-211-00-611000-								
000597 SIRCHIE FINGER PRINT	197123-IN		2015	6	INV A	114.96	C-031715	C.I.D. FORENSIC MAT
000597 SIRCHIE FINGER PRINT	197923-IN		2015	6	INV A	72.47	C-031715	FINGERPRINT PADS
						187.43		
001102 SOUTHAVEN SUPPLY	157572		2015	6	INV A	17.98	C-031715	PUTTY KNIFE & VAC C
001368 PIRTLE, STEVE	3112015		2015	6	INV A	55.62	C-031715	EXPENSE REIMBURSEME
007600 OFFICE DEPOT	756462292001		2015	6	INV A	358.78	C-031715	755604287001 CREDIT
012445 ACCURATE LAW ENFOR	6788		2015	6	INV A	43.98	C-031715	DUMMY ROUNDS
013650 BATTERIES PLUS	374-264632		2015	6	INV A	332.64	C-031715	AA/AAA BATTERIES IN
ACCOUNT TOTAL						996.43		
MAINTENANCE VEHICLES								
0010-200-211-00-611300-								
000407 BILL FOWLER'S BODYWO	15889		2015	6	INV A	982.16	C-031715	3123-FRONT BUMPER
000407 BILL FOWLER'S BODYWO	15895		2015	6	INV A	1,013.00	C-031715	3026-REAR BUMPER
000407 BILL FOWLER'S BODYWO	15919		2015	6	INV A	195.92	C-031715	3059-WINDOW FRAME/H
						2,191.08		
000474 GLEN'S GARAGE	22615-3118		2015	6	INV A	50.00	C-031715	3118-TOW
000836 COUNTRY FORD INC	301865		2015	6	INV A	1,676.43	C-031715	2271-INTAKE GASKETS
000887 JIMMY GRAY CHEVROLET	279035		2015	6	INV A	67.52	C-031715	3117-WIPER BLADES
000887 JIMMY GRAY CHEVROLET	282231		2015	6	INV A	43.06	C-031715	3072-TIRE ROTATE &
000887 JIMMY GRAY CHEVROLET	282452		2015	6	INV A	35.52	C-031715	3118-O/C
						146.10		
001101 SNAPPY WINDSHIELD	SHP-203		2015	6	INV A	45.00	C-031715	3135-WINDSHIELD
001114 UNION AUTO PARTS	339076-00		2015	6	INV A	7.26	C-031715	3073 WIPER BLADES
001114 UNION AUTO PARTS	341131-00		2015	6	INV A	353.21	C-031715	3026-PAD KIT ROTOR
001114 UNION AUTO PARTS	341325-00		2015	6	INV A	40.02	C-031715	3082-PAD KIT
001114 UNION AUTO PARTS	344083-00		2015	6	INV A	53.86	C-031715	SPOT LIGHT BULBS
001114 UNION AUTO PARTS	344090-00		2015	6	INV A	11.32	C-031715	3025 BUS-POWER DIES
						465.67		
001962 IDEAL TIRE SALES	450798		2015	6	INV A	15.00	C-031715	3005-FLAT REPAIR
001962 IDEAL TIRE SALES	450801		2015	6	INV A	20.00	C-031715	3084-TIRES
001962 IDEAL TIRE SALES	450987		2015	6	INV A	15.00	C-031715	3105-FLAT REPAIR
001962 IDEAL TIRE SALES	451034		2015	6	INV A	15.00	C-031715	3009-FLAT REPAIR
001962 IDEAL TIRE SALES	451036		2015	6	INV A	15.00	C-031715	3000-FLAT REPAIR

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001962 IDEAL TIRE SALES	451068		2015 6	INV	A	150.00	C-031715	CHARGER-BRAKE & ROT	
001962 IDEAL TIRE SALES	451094		2015 6	INV	A	40.00	C-031715	CHARGER-TIRES	
001962 IDEAL TIRE SALES	451102		2015 6	INV	A	70.00	C-031715	3106-BRAKE JOB	
						340.00			
006706 LANDERS DODGE	185786		2015 6	INV	A	59.39	C-031715	3127-O/C & ROTATE T	
006706 LANDERS DODGE	187226		2015 6	INV	A	315.21	C-031715	3026-FRONT & REAR B	
006706 LANDERS DODGE	187457		2015 6	INV	A	439.95	C-031715	3108-O/C BRAKEPAD K	
						814.55			
007304 O'REILLYS AUTO PARTS	1257-190393		2015 6	INV	A	125.65	C-031715	1257-148877 CREDIT	
007304 O'REILLYS AUTO PARTS	1257-190459		2015 6	INV	A	108.67	C-031715	2253-BATTERY	
007304 O'REILLYS AUTO PARTS	1791-328231		2015 6	INV	A	107.63	C-031715	PECOR-BATTERY	
						341.95			
017308 GENTRY GLASS	19870		2015 6	INV	A	285.00	C-031715	3109-WINDSHIELD	
017308 GENTRY GLASS	19871		2015 6	INV	A	285.00	C-031715	3073-WINDSHIELD	
017308 GENTRY GLASS	19872		2015 6	INV	A	65.00	C-031715	3115-W/S REPAIR	
017308 GENTRY GLASS	19897		2015 6	INV	A	265.00	C-031715	3070-WINDSHIELD	
						900.00			
019912 GOODYEAR TIRE	41569337		2015 6	INV	A	1,043.30	C-031715	TIRES	
022896 VALVOLINE	70042		2015 6	INV	A	57.77	C-031715	3073-O/C	
022896 VALVOLINE	70185		2015 6	INV	A	39.08	C-031715	3082-O/C	
022896 VALVOLINE	70316		2015 6	INV	A	39.08	C-031715	2777-O/C	
022896 VALVOLINE	70376		2015 6	INV	A	38.74	C-031715	3104-O/C	
022896 VALVOLINE	70473		2015 6	INV	A	39.08	C-031715	3064-O/C	
022896 VALVOLINE	70474		2015 6	INV	A	38.74	C-031715	3094-O/C	
022896 VALVOLINE	70515		2015 6	INV	A	38.74	C-031715	3127-O/C	
						291.23			
ACCOUNT TOTAL						8,305.31			
0010-200-211-00-612200-			MAINTENANCE EQUIPMENT & BUILD						
001368 PIRTLE, STEVE	3112015		2015 6	INV	A	91.89	C-031715	EXPENSE REIMBURSEME	
ACCOUNT TOTAL						91.89			
0010-200-211-00-612500-			UNIFORMS						
001368 PIRTLE, STEVE	3112015		2015 6	INV	A	9.36	C-031715	EXPENSE REIMBURSEME	
021916 MIDSOUTH SOLUTIONS	72413		2015 6	INV	A	294.85	C-031715	SCALLORN, JASON 201	
021916 MIDSOUTH SOLUTIONS	72418		2015 6	INV	A	593.19	C-031715	TESSARO, DAVID 2015	
021916 MIDSOUTH SOLUTIONS	72455		2015 6	INV	A	270.89	C-031715	MCKINNEY, JOSH 2015	
021916 MIDSOUTH SOLUTIONS	72798		2015 6	INV	A	83.60	C-031715	SNOW, SANDRA UNIFOR	
021916 MIDSOUTH SOLUTIONS	72801		2015 6	INV	A	499.57	C-031715	BURNHAM, TIM 2015 A	

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								1,742.10
								ACCOUNT TOTAL 1,751.46
0010-200-211-00-614000-								FUEL & OIL
006919 FUELMAN	NP43570626		2015	6	INV A			5,605.83 C-031715 2/9-2/19/2015 FUEL
006919 FUELMAN	NP43617493		2015	6	INV A			5,327.79 C-031715 2/16-2/22/2015 FUEL
006919 FUELMAN	NP43719651		2015	6	INV A			6,013.28 C-031715 2/23-3/1/2015 FUEL
								16,946.90
								ACCOUNT TOTAL 16,946.90
0010-200-211-00-614900-								FEED FOR ANIMALS
019336 HOLLYWOOD FEED	414772		2015	6	INV A			44.09 C-031715 K9 FOOD
								ACCOUNT TOTAL 44.09
0010-200-211-00-622100-								PROFESSIONAL SERVICES
000615 PAYNES LOCKSMITH SER 7707			2015	6	INV A			132.67 C-031715 CLOSET KEY SET-CHAN
000949 INTEGRATED COMMUNICA 30609			2015	6	INV A			1,860.00 C-031715 MARCH 2015 SVC AGRE
001368 PIRTLE, STEVE 3112015			2015	6	INV A			6.00 C-031715 EXPENSE REIMBURSEME
004781 FAMILY MEDICAL CLINI 20119			2015	6	INV A			35.00 C-031715 J SCRUGGS/D SCREEN
006685 MID SOUTH DIGITAL 477072			2015	6	INV A			95.23 C-031715 A1364 COPIER
006685 MID SOUTH DIGITAL 477132			2015	6	INV A			410.82 C-031715 A3957 BOOKING COPIE
006685 MID SOUTH DIGITAL 477150			2015	6	INV A			537.14 C-031715 A1282 RECORDS COPIE
006685 MID SOUTH DIGITAL 477207			2015	6	INV A			7.77 C-031715 A4738 COPIERS-EAST
006685 MID SOUTH DIGITAL 477248			2015	6	INV A			47.63 C-031715 G0788 MISC PRINTERS
006685 MID SOUTH DIGITAL 477259			2015	6	INV A			145.56 C-031715 G541-COPIER
								1,244.15
021625 AMERICAN TESTING LLC 990			2015	6	INV A			85.00 C-031715 WILSON, ZACHARY BLO
								ACCOUNT TOTAL 3,362.82
0010-200-211-00-625700-								TELEPHONE & POSTAGE
006142 ACCESS POINT INC 3802394			2015	6	INV A			224.67 C-031715 279776-PHONE SERVIC
018521 SOUTHERN TELECOMMUNI 022815			2015	6	INV A			678.02 C-031715 FAXES, ALARMS, DISP
								ACCOUNT TOTAL 902.69
0010-200-211-00-626000-								UTILITIES
001145 ATMOS ENERGY 30171160315B			2015	6	INV A			870.96 C-031715 8691 NORTHWEST DR-P
								ACCOUNT TOTAL 870.96

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0010-200-211-00-626102- 006877 TACTGEAR INC	4276		PUBLIC RELATIONS 2015 6 INV A	156.75 C-031715		FLASHLIGHT/BATTERY
007600 OFFICE DEPOT	756462292001		2015 6 INV A	-203.99 C-031715		755604287001 CREDIT
			ACCOUNT TOTAL	-47.24		
0010-200-211-00-626900- 001339 CREDIT CARD CENTER	2182015		TRAVEL & TRAINING 2015 6 INV A	4,591.22 C-031715		TRAVEL LODGING
001368 PIRTLE, STEVE	3112015		2015 6 INV A	55.86 C-031715		EXPENSE REIMBURSEME
001413 IN THE LINE OF DUTY	1967-R19		2015 6 INV A	695.00 C-031715		SUBSCRIPTION RENEWA
009036 INSTITUTE OF POLICE	1008476		2015 6 INV A	695.00 C-031715		HOLLIDAY, LEE REGIS
010869 JONES JORDAN	2192015		2015 6 INV A	82.00 C-031715		SCENARIO TRAINING-B
014006 YOAKUM BRETT	2272015		2015 6 INV A	287.00 C-031715		LAW INF TRAINING-CO
020066 NORWOOD MONTE	332015		2015 6 INV A	164.00 C-031715		JUVENILE JUSTICE SY
020471 HILLIE DARREN	332015		2015 6 INV A	164.00 C-031715		JUVENILE JUSTICE SY
022224 SECTC	6807		2015 6 INV A	14.00 C-031715		BLS CARDS
			ACCOUNT TOTAL	6,748.08		
0010-200-211-00-630400- 012869 ELITE K-9 INC	89579		MACHINERY & EQUIPMENT 2015 6 INV A	391.51 C-031715		BITE SUIT K9
			ACCOUNT TOTAL	391.51		
0010-200-211-00-661800- 020449 FINAL TOUCH SECURITY	41950	15000148	CONFISCATED FUNDS-LOCAL 2015 6 INV A	3,650.00 C-031715		SECURITY SYSTEM INS
			ACCOUNT TOTAL	3,650.00		
		ORG 211	TOTAL	44,629.34		
290			FIRE DEPARTMENT			
0010-200-290-00-610100- 000196 MAGNOLIA PAPER & JAN	328823-IN		CLEANING SUPPLIES 2015 6 INV A	111.00 C-031715		MOP HEADS
			ACCOUNT TOTAL	111.00		
0010-200-290-00-610400- 006685 MID SOUTH DIGITAL	90098A-1		OFFICE SUPPLIES 2015 6 INV A	334.55 C-031715		TONER-ADMIN
			ACCOUNT TOTAL	334.55		

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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
MATERIALS								
0010-200-290-00-611000- 001102 SOUTHAVEN SUPPLY	160067		2015	6	INV A	6.79	C-031715	WALL BOARD/SCREWS
012138 CARROT-TOP INDUSTRIE	25210000		2015	6	INV A	499.12	C-031715	FLAGS
ACCOUNT TOTAL						505.91		
MAINTENANCE VEHICLES								
0010-200-290-00-611300- 000701 SUNBELT FIRE APPARAT	89356X1		2015	6	INV A	443.86	C-031715	VEHICLE CHARGER
020832 EEP	413553		2015	6	INV A	84.00	C-031715	BULBS FOR AMBULANCE
020832 EEP	413634		2015	6	INV A	1,277.19	C-031715	E-1 HOSE REEL
020832 EEP	413709		2015	6	INV A	136.29	C-031715	STROBE ASSEMBLY
						1,497.48		
ACCOUNT TOTAL						1,941.34		
MAINTENANCE EQUIPMENT & BUILD								
0010-200-290-00-612200- 000021 A-1 FIRE PROTECTION	45202		2015	6	INV A	45.00	C-031715	STATION 3 EXTINGUIS
000650 G & W DIESEL SERVICE	115931	15000314	2015	6	INV A	4,395.47	C-031715	SCBA REPAIRS
000650 G & W DIESEL SERVICE	313443		2015	6	INV A	260.00	C-031715	INSTALLATION/KEY SE
						4,655.47		
000701 SUNBELT FIRE APPARAT	89259		2015	6	INV A	187.77	C-031715	TURNOUT REPAIR
000949 INTEGRATED COMMUNICA	111940		2015	6	INV A	251.00	C-031715	POWER SUPPLY/RADIO
013650 BATTERIES PLUS	374-264862		2015	6	INV A	16.17	C-031715	HAZ-MAT RAD DET/SPL
ACCOUNT TOTAL						5,155.41		
FUEL & OIL								
0010-200-290-00-614000- 006919 FUELMAN	NP43617517		2015	6	INV A	37.79	C-031715	2/16-2/22/2015 FUEL
017201 BEST-WADE PETROLEUM	2040561	15000305	2015	6	INV A	1,029.07	C-031715	FUEL FOR FIRE STATI
017201 BEST-WADE PETROLEUM	2040562	15000305	2015	6	INV A	829.04	C-031715	FUEL FOR FIRE STATI
017201 BEST-WADE PETROLEUM	2040563	15000305	2015	6	INV A	1,219.46	C-031715	FUEL FOR FIRE STATI
						3,077.57		
ACCOUNT TOTAL						3,115.36		
PROFESSIONAL SERVICES								
0010-200-290-00-622100- 000801 STERICYCLE INC	4005394789		2015	6	INV A	953.13	C-031715	CLOSING ACCOUNT CHA
006885 STEGALL NOTARY SERVI	3112015		2015	6	INV A	150.00	C-031715	S TITTLE-NOTARY REN
ACCOUNT TOTAL						1,103.13		

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0010-200-290-00-625700- 000166 AT&T	030047427215		TELEPHONE & POSTAGE 2015 6 INV A	157.35	C-031715	FIRE ADMIN/STATION
001137 FEDEX	1-957-89522		2015 6 INV A	18.68	C-031715	SHIPPING CHARGES
018521 SOUTHERN TELECOMMUNI	022815		2015 6 INV A	234.16	C-031715	FAXES, ALARMS, DISP
			ACCOUNT TOTAL	410.19		
0010-200-290-00-626000- 001145 ATMOS ENERGY	9764023315		UTILITIES 2015 6 INV A	582.33	C-031715	WHITWORTH STORAGE B
			ACCOUNT TOTAL	582.33		
0010-200-290-00-626500- 014117 MADISON SIGNS	10559		PRINTING 2015 6 INV A	45.00	C-031715	TITTLE/ALDERMAN BUS
			ACCOUNT TOTAL	45.00		
0010-200-290-00-626700- 006685 MID SOUTH DIGITAL 006685 MID SOUTH DIGITAL	477077 477133		RENTALS 2015 6 INV A 2015 6 INV A	11.22 116.48	C-031715 C-031715	A1776-STATION 3 A4872 COPIER
				127.70		
020843 TESS COMPANY	353840		2015 6 INV A	60.75	C-031715	OXYGEN
			ACCOUNT TOTAL	188.45		
0010-200-290-00-626900- 000958 MS STATE FIRE ACADEM	22745		TRAVEL & TRAINING 2015 6 INV A	68.00	C-031715	H BUNKER/CONFINED S
001321 WHITE, RONALD L	322015		2015 6 INV A	65.00	C-031715	INVESTIGATORS MEMBE
011113 REEVES KEVIN W	312015		2015 6 INV A	50.10	C-031715	MSFA MEALS REIMBURS
012391 JONES AND BARTLETT	3163838		2015 6 INV A	101.72	C-031715	BOOKS FOR TRAINING
018455 ASBELL SEAN	362015		2015 6 INV A	306.64	C-031715	MSFA-MEALS & MILEAG
			ACCOUNT TOTAL	591.46		
0010-200-290-00-630400- 000701 SUNBELT FIRE APPARAT 000701 SUNBELT FIRE APPARAT 000701 SUNBELT FIRE APPARAT 000701 SUNBELT FIRE APPARAT 000701 SUNBELT FIRE APPARAT	89356 89422 89497 89554 89554XI		MACHINERY & EQUIPMENT 2015 6 INV A 15000287 2015 6 INV A 2015 6 INV A 15000309 2015 6 INV A 15000309 2015 6 INV A	227.43 1,720.00 714.50 1,032.50 2,637.00	C-031715 C-031715 C-031715 C-031715 C-031715	CHARGERS GAS DETECTOR FF BOOTS HOODS AND GLOVES HOODS AND GLOVES
				6,331.43		
020832 EEP	413565	15000285	2015 6 INV A	1,125.44	C-031715	HOLMATRO

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ACCOUNT TOTAL							7,456.87		
ORG 290 TOTAL							21,541.00		
295	FIRE PREVENTION								
0010-200-295-00-611000-	MATERIALS								
003908	ICC EXAMINATION SERV	INV0533661		2015	6	INV A	188.00	C-031715	FIRE ALARM CODE BOO
005509	INTERNATIONAL CODE C	INV0535655		2015	6	INV A	182.00	C-031715	SPRINKLER CODE BOOK
ACCOUNT TOTAL							370.00		
ORG 295 TOTAL							370.00		
297	EMS								
0010-200-297-00-610701-	MEDICAL SUPPLIES								
000335	MOORE MEDICAL CORP	98547681		2015	6	INV A	846.43	C-031715	GLUCAGEN
000335	MOORE MEDICAL CORP	98552911		2015	6	INV A	451.43	C-031715	CPR MASKS-MEDICAL S
000335	MOORE MEDICAL CORP	98560184	15000310	2015	6	INV A	3,498.43	C-031715	MEDICAL SUPPLIES
							4,796.29		
000582	BOUND TREE MEDICAL	81708213		2015	6	INV A	6.07	C-031715	EXTRICATION COLLARS
013327	MEDICAL SPECIALITIES	1156154-03		2015	6	INV A	207.09	C-031715	MAC BLADES/SCOPE
013327	MEDICAL SPECIALITIES	11568465-01		2015	6	INV A	127.28	C-031715	L-SCOPES
013327	MEDICAL SPECIALITIES	1156865-02		2015	6	INV A	126.82	C-031715	L SCOPES
							461.19		
015430	ZOLL MEDICAL CORPORA	2212428		2015	6	INV A	229.11	C-031715	FILTERLINES
015430	ZOLL MEDICAL CORPORA	2217288		2015	6	INV A	492.52	C-031715	ECG ELECTRODES
015430	ZOLL MEDICAL CORPORA	2217950		2015	6	INV A	326.98	C-031715	PEDI O2
							1,048.61		
017988	SOUTHEASTERN EMERG	569082	15000158	2015	6	INV A	54.16	C-031715	MEDICAL SUPPLIES
017988	SOUTHEASTERN EMERG	570306	15000312	2015	6	INV A	165.49	C-031715	MEDICAL SUPPLIES
017988	SOUTHEASTERN EMERG	570571	15000312	2015	6	INV A	95.57	C-031715	MEDICAL SUPPLIES
							315.22		
ACCOUNT TOTAL							6,627.38		
0010-200-297-00-611300-	MOTOR VEH REPAIRS/MAINT								
000189	HOMER SKELTON FORD	6013305	15000299	2015	6	INV A	4,378.44	C-031715	UNIT 2
000396	SOUTHAVEN RV CENTER	96906		2015	6	INV A	364.32	C-031715	U-2 & U-3 LIGHTS
000474	GLEN'S GARAGE	2838		2015	6	INV A	65.00	C-031715	U-1 TOW

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000397 KNOX ASSOCIATES INC	INV00707904	15000142	2015 6	INV	A	2,192.00	C-031715	KNOX BOX
013650 BATTERIES PLUS	374-264577		2015 6	INV	A	35.50	C-031715	BATTERIES/AED'S
ACCOUNT TOTAL						2,227.50		
ORG 297 TOTAL						29,470.50		
311 PUBLIC WORKS DEPARTMENT								
0010-300-311-00-610100- CLEANING SUPPLIES								
001361 SAM'S CLUB DIRECT	004856B		2015 6	INV	A	318.72	C-031715	CLEANING SUPPLIES
ACCOUNT TOTAL						318.72		
0010-300-311-00-611000- MATERIALS								
000759 LEHMAN ROBERTS CO	29468		2015 6	INV	A	1,827.90	C-031715	COLD MIX
000761 MEMPHIS STONE	50967		2015 6	INV	A	318.46	C-031715	WASHED SAND
001102 SOUTHAVEN SUPPLY	160319		2015 6	INV	A	110.10	C-031715	ASST MATERIALS
006807 MMC MATERIALS, INC	361894		2015 6	INV	A	190.00	C-031715	FLORA LEE DR/STEWAR
013793 HERNANDO REDI MIX	15101		2015 6	INV	A	287.50	C-031715	1141 RIDGELAND
013793 HERNANDO REDI MIX	15104		2015 6	INV	A	192.50	C-031715	CENTRAL PARKWAY
						480.00		
018447 M J CONTRACTING, LLC	570		2015 6	INV	A	493.61	C-031715	CRUSHED CONCRETE
ACCOUNT TOTAL						3,420.07		
0010-300-311-00-611300- MAINTENANCE VEHICLES								
000265 MYERS TIRE SUPPLY DI	50302709		2015 6	INV	A	47.22	C-031715	TIRE VALVE
000887 JIMMY GRAY CHEVROLET	631228		2015 6	INV	A	207.98	C-031715	631232 CREDIT APPLI
001114 UNION AUTO PARTS	340451-00		2015 6	INV	A	55.56	C-031715	STOP LEAK
007304 O'REILLYS AUTO PARTS	1257-190562		2015 6	INV	A	201.98	C-031715	1257-190797 CREDIT
007304 O'REILLYS AUTO PARTS	3112015		2015 6	INV	A	56.69	C-031715	ASST MATERIALS & CR
						258.67		
008561 S & H SMALL ENGINES	7314		2015 6	INV	A	70.99	C-031715	FUEL LINE/FUEL
016582 CONTRACTORS SUPPLY P	6354		2015 6	INV	A	327.50	C-031715	IGNITION SWITCH
019912 GOODYEAR TIRE	41617080		2015 6	INV	A	824.68	C-031715	DURATRAC
ACCOUNT TOTAL						1,792.60		

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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
0010-300-311-00-612500-			UNIFORMS					
000983	PARAMOUNT UNIFORMS R 284175		2015	6	INV A	57.82	C-031715	UNIFORMS
000983	PARAMOUNT UNIFORMS R 285514		2015	6	INV A	102.07	C-031715	UNIFORMS
						159.89		
ACCOUNT TOTAL						159.89		
0010-300-311-00-625700-			TELEPHONE & POSTAGE					
007504	PAETEC 58071343		2015	6	INV A	612.55	C-031715	PHONE SERVICES/CITY
ACCOUNT TOTAL						612.55		
0010-300-311-00-626000-			UTILITIES					
001388	HORN LAKE WATER ASSO 025700215		2015	6	INV A	288.75	C-031715	5813 PEPPERCHASE
ACCOUNT TOTAL						288.75		
ORG 311 TOTAL						6,592.58		
315	CITY TRAFFIC AND STREETS LIGHT		UTILITIES					
0010-300-315-00-626000-			2015	6	INV A	135.96	C-031715	GOODMAN & I-55
000966	ENTERGY 100253780315		2015	6	INV A	75.48	C-031715	GOODMAN RD & SCREST
000966	ENTERGY 163308880315		2015	6	INV A	75.48	C-031715	GOODMAN AND AIRWAYS
						286.92		
ACCOUNT TOTAL						286.92		
ORG 315 TOTAL						286.92		
411	PARKS DEPARTMENT		OFFICE SUPPLIES					
0010-400-411-00-610400-			2015	6	INV A	133.96	C-031715	INK CARTRIDGES
001361	SAM'S CLUB DIRECT 007509		ACCOUNT TOTAL			133.96		
0010-400-411-00-612200-			MAINTENANCE EQUIPMENT & BUILD					
000268	BEST CHANCE JANITOR 163175		2015	6	INV A	1,319.92	C-031715	TOWELS, TISSUE, BLEAC
000312	BOB LADD & ASSOCIATE 2071607		2015	6	INV A	7.15	C-031715	ELECTRIC BOX COVER
000312	BOB LADD & ASSOCIATE S1028281		2015	6	INV A	1,239.20	C-031715	SCREWS, SHOP SUPPLI
						1,246.35		
001150	NAPA GENUINE PARTS C 633688		2015	6	INV A	23.20	C-031715	TORO PART,OIL FILTE
001150	NAPA GENUINE PARTS C 97806		2015	6	INV A	15.98	C-031715	MOTOR TUNE UP
						39.18		
001193	MEMPHIS BEARING AND 478460-IN		2015	6	INV A	96.83	C-031715	BALL BEARING SHEAVE

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YEAR/PERIOD: 2015/5 TO 2015/6 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
010865 RELIABLE EQUIPMENT	121242		2015 6	INV	A	137.77 C-031715		ECHO OIL
021382 PETTY CASH	32015		2015 6	INV	A	10.70 C-031715		PARKS-PETTY CASH
ACCOUNT TOTAL						2,850.75		
PARK MAINTENANCE								
0010-400-411-00-612201- 000294 SAFETY-QUIP	318824		2015 6	INV	A	182.00 C-031715		CENTRAL PLAY GROUND
000294 SAFETY-QUIP	318826		2015 6	INV	A	71.00 C-031715		TOILET RENTAL - TEN
						253.00		
000349 WORLD CLASS ATHLETIC	41495		2015 6	INV	A	1,996.00 C-031715		WHITE FIELD PAINT
000705 OLDHAM CHEMICALS CO	2384651		2015 6	INV	A	195.60 C-031715		HOSES
000983 PARAMOUNT UNIFORMS R	283521		2015 6	INV	A	38.00 C-031715		MATS
001104 SHERWIN WILLIAMS SOU	2603.5		2015 6	INV	A	315.17 C-031715		PAINT FOR SNOWDEN R
001104 SHERWIN WILLIAMS SOU	2635-7		2015 6	INV	A	15.41 C-031715		TAPE, SHIELD
001104 SHERWIN WILLIAMS SOU	2722-8		2015 6	INV	A	197.12 C-031715		PAINT FOR SNOWDEN R
001104 SHERWIN WILLIAMS SOU	2798-3		2015 6	INV	A	25.56 C-031715		PRIMER, TAPE
001104 SHERWIN WILLIAMS SOU	2827.0		2015 6	INV	A	28.84 C-031715		BLUE PAINT POLE, BR
001104 SHERWIN WILLIAMS SOU	2860-1		2015 6	INV	A	17.67 C-031715		PAINT
						599.77		
001361 SAM'S CLUB DIRECT	003845		2015 6	INV	A	328.86 C-031715		TV
001447 NATURE'S EARTH PRODU	290945		2015 6	INV	A	630.00 C-031715		PLAYGROUND MULCH
001447 NATURE'S EARTH PRODU	291028		2015 6	INV	A	630.00 C-031715		PLAYGROUND MULCH
						1,260.00		
002343 COMMERCIAL APPEAL	1248570		2015 6	INV	A	302.00 C-031715		UMPIRES MEETING
006685 MID SOUTH DIGITAL	477109		2015 6	INV	A	113.08 C-031715		A2406 COPIER - PARK
006685 MID SOUTH DIGITAL	477239		2015 6	INV	A	6.98 C-031715		A2214 COPIER - PARK
						120.06		
008127 WASTE CONNECTIONS OF	4167906		2015 6	INV	A	118.18 C-031715		PARKS OFFICE
008127 WASTE CONNECTIONS OF	417034		2015 6	INV	A	370.00 C-031715		GB
008127 WASTE CONNECTIONS OF	4170429		2015 6	INV	A	129.82 C-031715		ARENA
008127 WASTE CONNECTIONS OF	4170528		2015 6	INV	A	1,628.21 C-031715		SNOWDEN GROVE
						2,246.21		
008566 HERNANDO GLASS CO	1-23-15		2015 6	INV	A	465.00 C-031715		SNOWDEN CONCESSION
ACCOUNT TOTAL						7,804.50		



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YEAR/PERIOD: ACCOUNT/VENDOR	2015/5 TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
MUNICIPAL GOLF COURSE EXPENSE								
0010-400-411-00-612300- 000294 SAFETY-QUIP	318825		2015	6	INV A	103.00	C-031715	GOLF COURSE
000983 PARAMOUNT UNIFORMS R	283198		2015	6	INV A	39.86	C-031715	GOLF UNIFORMS
000983 PARAMOUNT UNIFORMS R	284549		2015	6	INV A	39.86	C-031715	GOLF UNIFORMS
						79.72		
006685 MID SOUTH DIGITAL	477058		2015	6	INV A	7.58	C-031715	A2615 COPIER - PARK
ACCOUNT TOTAL						190.30		
UNIFORMS								
0010-400-411-00-612500- 000983 PARAMOUNT UNIFORMS R	0284852		2015	6	INV A	322.28	C-031715	UNIFORMS - PARKS
000983 PARAMOUNT UNIFORMS R	283510		2015	6	INV A	331.28	C-031715	PARKS UNIFORMS
						653.56		
ACCOUNT TOTAL						653.56		
COMMUNITY EVENTS								
0010-400-411-00-613400- 002140 KIDZ KOUNTRY	040415		2015	6	INV A	1,550.00	C-031715	PETTING ZOO FOR EAS
ACCOUNT TOTAL						1,550.00		
TELEPHONE & POSTAGE								
0010-400-411-00-625700- 001167 AT&T MOBILITY	393500560315		2015	6	INV A	165.86	C-031715	PHONE SERVICE - PER
013136 AT&T	393500560315		2015	6	INV A	165.86	C-031715	PHONE SERVICE - PER
018521 SOUTHERN TELECOMMUNI	022815		2015	6	INV A	113.35	C-031715	FAXES, ALARMS, DISP
ACCOUNT TOTAL						445.07		
TRAVEL & TRAINING								
0010-400-411-00-626900- 001339 CREDIT CARD CENTER	2182015		2015	6	INV A	179.28	C-031715	TRAVEL LODGING
ACCOUNT TOTAL						179.28		
ORG 411						TOTAL	13,807.42	
PARK TOURNAMENTS								
RESELL / CONCESSION EXPENSE								
412 0010-400-412-00-612400- 001361 SAM'S CLUB DIRECT	001842		2015	6	INV A	337.49	C-031715	CANDY FOR RESELL
001361 SAM'S CLUB DIRECT	003676		2015	6	INV A	124.32	C-031715	CANDY, PENS, GLOVES
						461.81		
003538 HARDIN'S SYSCO	50290946	15000302	2015	6	INV A	11,278.92	C-031715	FOOD FOR SALE AT CO
021382 PETTY CASH	32015		2015	6	INV A	407.57	C-031715	PARKS-PETTY CASH

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ACCOUNT TOTAL						12,148.30		
ORG 412 TOTAL						12,148.30		
511			MUNICIPAL CODE ENFORCEMENT					
0010-500-511-00-610100-			CLEANING SUPPLIES					
001102 SOUTHAVEN SUPPLY	159153		2015	6	INV A	21.99	C-031715	CLEANING SUPPLIES A
001102 SOUTHAVEN SUPPLY	160294		2015	6	INV A	12.99	C-031715	CLEANING SUPPLIES A
						34.98		
001361 SAM'S CLUB DIRECT	002666		2015	6	INV A	108.97	C-031715	CLEANING SUPPLIES
001361 SAM'S CLUB DIRECT	004844		2015	6	INV A	143.63	C-031715	CLEANING SUPPLIES
						252.60		
ACCOUNT TOTAL						287.58		
0010-500-511-00-610400-			OFFICE SUPPLIES					
006685 MID SOUTH DIGITAL	477126		2015	6	INV A	80.51	C-031715	OFFICE SUPPLIES
ACCOUNT TOTAL						80.51		
0010-500-511-00-611000-			MATERIALS					
001361 SAM'S CLUB DIRECT	004856		2015	6	INV A	155.88	C-031715	CLEANING SUPPLIES
001361 SAM'S CLUB DIRECT	008651		2015	6	INV A	119.05	C-031715	CLEANING SUPPLIES
						274.93		
ACCOUNT TOTAL						274.93		
0010-500-511-00-611300-			MAINTENANCE VEHICLES					
001102 SOUTHAVEN SUPPLY	159153		2015	6	INV A	7.99	C-031715	CLEANING SUPPLIES A
ACCOUNT TOTAL						7.99		
0010-500-511-00-612200-			MAINTENANCE EQUIPMENT & BUILD					
000983 PARAMOUNT UNIFORMS R	0284172		2015	6	INV A	5.00	C-031715	MATERIALS BLDG.
000983 PARAMOUNT UNIFORMS R	0285511		2015	6	INV A	5.00	C-031715	MATERIALS BLDG.
						10.00		
ACCOUNT TOTAL						10.00		
0010-500-511-00-612500-			UNIFORMS					
001102 SOUTHAVEN SUPPLY	160294		2015	6	INV A	18.99	C-031715	CLEANING SUPPLIES A
ACCOUNT TOTAL						18.99		
0010-500-511-00-614900-			FEED FOR ANIMALS					
001361 SAM'S CLUB DIRECT	002287		2015	6	INV A	65.97	C-031715	FEED AND MATERIALS

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012713 HILL'S PET NUTRITION	222970090		2015	6	INV A	97.42	C-031715	FEED FOR ANIMALS
012713 HILL'S PET NUTRITION	223002564		2015	6	INV A	97.42	C-031715	FEED FOR ANIMALS
						194.84		
ACCOUNT TOTAL						260.81		
0010-500-511-00-622100- 000500 DESOTO COUNTY ANIMAL						PROFESSIONAL SERVICES		
	88332		2015	6	INV A	745.29	C-031715	PROF. SERVICES
000801 STERICYCLE INC	4005392800		2015	6	INV A	499.65	C-031715	PROF. SERVICES
ACCOUNT TOTAL						1,244.94		
0010-500-511-00-625700- 016393 MEARS HAROLD						TELEPHONE & POSTAGE		
	392015		2015	6	INV A	25.00	C-031715	PHONE USAGE
ACCOUNT TOTAL						25.00		
ORG 511						TOTAL	2,210.75	
902	EXPENSE ACCOUNTS							
0010-900-902-00-620902- 000118 AMERICAN FLAG & POLE						FACILITIES MANAGEMENT		
	408969		2015	6	INV A	163.40	C-031715	FLAG POLE REPAIR
000156 ARAMARK UNIFORM SERV	1415160482		2015	6	INV A	129.87	C-031715	RUBBER MATS-COURT
000156 ARAMARK UNIFORM SERV	1415160483		2015	6	INV A	274.31	C-031715	RUBBER MATS FOR CIT
000156 ARAMARK UNIFORM SERV	1415164200		2015	6	INV A	129.87	C-031715	RUBBER MATS FOR COU
000156 ARAMARK UNIFORM SERV	1415164201		2015	6	INV A	274.31	C-031715	RUBBER MATS - CITY
						808.36		
000232 MATHESON & ASSOC LLC	15191		2015	6	INV A	4,975.50	C-031715	EMERGENCY REPAIR SE
000232 MATHESON & ASSOC LLC	15199		2015	6	INV A	400.00	C-031715	ALARM SERVICES
						5,375.50		
000415 MID-SO EMERGENCY LIG	9219		2015	6	INV A	398.25	C-031715	EMERGENCY LIGHT SER
000492 THYSSENKRUPP ELEVATO	3001675870		2015	6	INV A	1,654.60	C-031715	ELEVATOR SERVICES
000497 DESOTO COUNTY ELECTR	2202		2015	6	INV A	210.00	C-031715	WREATH HANGING
000497 DESOTO COUNTY ELECTR	2292		2015	6	INV A	440.45	C-031715	BULBS & BALLAST
						650.45		
000615 PAYNES LOCKSMITH SER	7712		2015	6	INV A	167.50	C-031715	LOCK SERVICES
000734 MAGNOLIA ELECTRIC	197978-IN		2015	6	INV A	973.04	C-031715	BALLAST/LAMP
001145 ATMOS ENERGY	301886440315		2015	6	INV A	637.58	C-031715	8889 NORTHWEST DR -

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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001361 SAM'S CLUB DIRECT	007661		2015 6	INV	A	131.60	C-031715	HAND SOAP FOR CITY
006685 MID SOUTH DIGITAL	477075		2015 6	INV	A	30.13	C-031715	A1468 COPIER
006685 MID SOUTH DIGITAL	477092		2015 6	INV	A	.78	C-031715	A1033 COPIER
006685 MID SOUTH DIGITAL	477223		2015 6	INV	A	37.14	C-031715	A4989 CITY CLERKS C
						68.05		
007174 DENNIS WRIGHT & SON	30366		2015 6	INV	A	117.00	C-031715	PLUMBING SERVICES
007174 DENNIS WRIGHT & SON	30368		2015 6	INV	A	599.26	C-031715	PLUMBING SERVICES
						716.26		
012576 D&J'S CLEANING SERVI	1617		2015 6	INV	A	775.00	C-031715	CLEANING OF PW FLOO
012576 D&J'S CLEANING SERVI	1618		2015 6	INV	A	990.00	C-031715	CLEANING OF COURT F
012576 D&J'S CLEANING SERVI	1619		2015 6	INV	A	418.75	C-031715	CLEANING @ PD
012576 D&J'S CLEANING SERVI	1620		2015 6	INV	A	900.00	C-031715	CLEAN @ NARCOTICS
012576 D&J'S CLEANING SERVI	1621		2015 6	INV	A	1,800.00	C-031715	FLOOR WORK @ PD
012576 D&J'S CLEANING SERVI	1622		2015 6	INV	A	1,375.00	C-031715	FLOOR WORK @CITY HA
012576 D&J'S CLEANING SERVI	2262015		2015 6	INV	A	418.75	C-031715	CLEANING OF SPD
						6,677.50		
014437 CB RICHARD ELLIS COR	638133		2015 6	INV	A	429.00	C-031715	MARCH 2015 COURT PA
016182 H&H SERVICES GROUP	64996		2015 6	INV	A	364.00	C-031715	FILTER SERVICES
016182 H&H SERVICES GROUP	65000		2015 6	INV	A	35.00	C-031715	FILTER SERVICES
						399.00		
016517 UPCHURCH SERVICES, L	79175		2015 6	INV	A	280.00	C-031715	HVAC SERVICES
016517 UPCHURCH SERVICES, L	79175-1		2015 6	INV	A	739.78	C-031715	HVAC REPAIRS @ PARK
						1,019.78		
018342 GREAT AMERICA LEASIN	16665826		2015 6	INV	A	276.06	C-031715	AUDIO SYSTEM @ SPD
018342 GREAT AMERICA LEASIN	16665827		2015 6	INV	A	1,129.00	C-031715	SECURITY SYSTEM @ S
						1,405.06		
018472 M2MANAGEMENT SOLUTIO	1442		2015 6	INV	A	1,295.05	C-031715	FLEET TRACKING SYST
018472 M2MANAGEMENT SOLUTIO	1469		2015 6	INV	A	1,295.05	C-031715	FLEET TRACKING SYST
018472 M2MANAGEMENT SOLUTIO	1492		2015 6	INV	A	1,295.05	C-031715	FLEET TRACKING SYST
						3,885.15		
018521 SOUTHERN TELECOMMUNI	022815		2015 6	INV	A	297.47	C-031715	FAXES, ALARMS, DISP
019694 MID-SOUTH TELECOM	33832		2015 6	INV	A	590.00	C-031715	COMMUNICATION SERVI
019694 MID-SOUTH TELECOM	33833		2015 6	INV	A	130.00	C-031715	COMMUNICATION SERVI

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YEAR/PERIOD: 2015/5 TO 2015/6 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
						720.00
020951 TWO GIRLS AND A BROO	1502		2015 6 INV A	595.00 C-031715		PEPPERCHASE CLEANIN
022372 OVERALL CHEMICAL COM	3240		2015 6 INV A	1,685.00 C-031715		2/23/2015 CLEANING
022372 OVERALL CHEMICAL COM	3244		2015 6 INV A	1,685.00 C-031715		3/2/2015 CLEANING S
						3,370.00
			ACCOUNT TOTAL	30,542.55		
0010-900-902-00-622100- 022620 KRONOS	10921690		PROFESSIONAL SERVICES 2015 6 INV A	1,947.60 C-031715		TIME/ATTENDANCE PRO
			ACCOUNT TOTAL	1,947.60		
			ORG 902 TOTAL	32,490.15		
904			LITIGATION			
0010-900-904-00-622100- 017086 BUTLER SNOW	10061677		PROFESSIONAL SERVICES 2015 6 INV A	18,333.33 C-031715		SERVICES RENDERED 0
017086 BUTLER SNOW	10061678		2015 6 INV A	210.00 C-031715		SERVICES RENDERED 0
						18,543.33
			ACCOUNT TOTAL	18,543.33		
0010-900-904-00-629100- 001455 MS EMPLOYMENT SECURI	332015		CLAIMS PAYMENTS 2015 6 INV A	237.35 C-031715		ACCT # 92-00824-0-0
			ACCOUNT TOTAL	237.35		
			ORG 904 TOTAL	18,780.68		
905			LIABILITY INSURANCE			
0010-900-905-00-629300- 016199 HOLLAND INSURANCE	75369		INSURANCE-LIABILITY 2015 6 INV A	5,086.00 C-031715		UCC BOND RENEWAL
022930 HUB INTERNATIONAL	286832		2015 6 INV A	355.00 C-031715		LIABILITY INS-2015
			ACCOUNT TOTAL	5,441.00		
			ORG 905 TOTAL	5,441.00		
=====						
FUND 0010 GENERAL FUND			TOTAL:	429,982.09		
=====						



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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
711			BOND PROJECT EXPENSES			
0100-710-711-00-640900- 016177 A2H, INC	37809		BOND EXPENSE 2015 6 INV A	2,668.06 C-031715		MEMA/FEMA COMMUNITY
017075 ENVIROSAFE SOLUTIONS	5		2015 6 INV A	5,213.50 C-031715		ARENA-MEMA 361 COMM
			ACCOUNT TOTAL	7,881.56		
0100-710-711-00-640905- 000212 FERRELL PAVING INC	LPA-001		GETWELL ROAD 14 2015 6 INV A	5,023.40 C-031715		GETWELL RD STP
			ACCOUNT TOTAL	5,023.40		
			ORG 711 TOTAL	12,904.96		
=====						
FUND 0100 BOND FUNDED CAP PROJ			TOTAL:	12,904.96		
=====						

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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0240			TOURIST AND CONVENTION FUND			
0240-000-000-00-501305- 021382 PETTY CASH	3122015		SPRINGFEST PROCEEDS 2015 6 INV A	300.00	C-031715	SPRINGFEST PAGEANT
			ACCOUNT TOTAL	300.00		
			ORG 0240 TOTAL	300.00		
611			SPECIAL ASSESSMENTS EXPEND			
0240-600-611-00-623800- 005831 URBAN ARCH ASSOC	14034-B2		PARK IMPROVEMENTS 2015 6 INV A	18,036.23	C-031715	SENIOR CTR DESIGN F
007191 ALL AMERICAN TEAM SP	95980	15000284	2015 6 INV A	39,223.50	C-031715	TOURNAMENT AND RECR
			ACCOUNT TOTAL	57,259.73		
0240-600-611-00-626105- 000611 SIGNS & STUFF	91041		SPRINGFEST EXPENSE 2015 6 INV A	85.00	C-031715	SPRINGFEST PAGEANT
023004 APA, INC	392015		2015 6 INV A	17,500.00	C-031715	SPRINGFEST BAND DEP
			ACCOUNT TOTAL	17,585.00		
			ORG 611 TOTAL	74,844.73		
=====						
FUND 0240 TOURIST & CONVENTION				TOTAL:	75,144.73	
=====						



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YEAR/PERIOD: ACCOUNT/VENDOR	2015/5 INVOICE	TO 2015/6	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
701								
								DEBT SVC EXPENSES
0300-700-701-00-626705-								FIRE TRUCK NOTE PAYMENT
000848 MS DEVELOPMENT AUTHO 3032015				2015	6 INV A	4,892.84	C-031715	GMS 50632 APRIL 201
000848 MS DEVELOPMENT AUTHO 332015				2015	6 INV A	6,598.70	C-031715	GMS 50618 APRIL 201
						11,491.54		
								ACCOUNT TOTAL
						11,491.54		
								ORG 701 TOTAL
						11,491.54		
=====								
								FUND 0300 DEBT SERVICE
								TOTAL:
						11,491.54		
=====								

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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0400 UTILITY FUND						
0400-000-000-00-130700- 012799 NAPIER HOMES	28406		ACCOUNTS RECEIVABLE 2015 6 INV A	46.92	C-031715	
016795 R&M DELIVERY	28431		2015 6 INV A	10.93	C-031715	
017859 ADAMS HOMES LLC	28408		2015 6 INV A	111.82	C-031715	
017859 ADAMS HOMES LLC	28409		2015 6 INV A	111.82	C-031715	
017859 ADAMS HOMES LLC	28412		2015 6 INV A	111.82	C-031715	
				<u>335.46</u>		
018237 CHAMBLISS BUILDERS	28399		2015 6 INV A	110.36	C-031715	
019197 BRANNON BUILDERS - C	28401		2015 6 INV A	110.36	C-031715	
019197 BRANNON BUILDERS - C	28405		2015 6 INV A	110.36	C-031715	
				<u>220.72</u>		
019711 LIFESTYLE HOMES LLC	28400		2015 6 INV A	110.36	C-031715	
019711 LIFESTYLE HOMES LLC	28404		2015 6 INV A	110.36	C-031715	
019711 LIFESTYLE HOMES LLC	28407		2015 6 INV A	159.16	C-031715	
				<u>379.88</u>		
022851 SKY LAKE BUILDERS	28411		2015 6 INV A	110.36	C-031715	
022851 SKY LAKE BUILDERS	28413		2015 6 INV A	95.72	C-031715	
				<u>206.08</u>		
022948 GREENWELL MARY LYNN	28386		2015 6 INV A	34.24	C-031715	
022949 FRAZIER NAOMI	28387		2015 6 INV A	11.54	C-031715	
022950 COREY SUSAN	28388		2015 6 INV A	23.36	C-031715	
022951 SMITH TABITHA	28389		2015 6 INV A	3.84	C-031715	
022952 CROSNO DOROTHY & WIL	28390		2015 6 INV A	23.36	C-031715	
022953 HOLMES BRANDY & PHIL	28391		2015 6 INV A	23.36	C-031715	
022954 MILLER RICK - RENTAL	28392		2015 6 INV A	26.02	C-031715	
022955 FRIZZELL MICHAEL	28393		2015 6 INV A	2.82	C-031715	
022956 SIMPSON CLINTON & JU	28394		2015 6 INV A	18.96	C-031715	
022957 SHELTON JOE	28395		2015 6 INV A	13.36	C-031715	
022958 WESTBROOK WANDA C/O	28396		2015 6 INV A	20.00	C-031715	

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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
022959 DUKES BRAD	28397		2015 6	INV	A	98.36 C-031715		
022960 A & B INVESTMENTS	28398		2015 6	INV	A	125.00 C-031715		
022961 M & R BUILDERS	28402		2015 6	INV	A	95.72 C-031715		
022961 M & R BUILDERS	28403		2015 6	INV	A	95.72 C-031715		
						<u>191.44</u>		
022962 LARRY DAY HOME BUILD	28410		2015 6	INV	A	95.72 C-031715		
022963 VENTURE SIGNATURE HO	28414		2015 6	INV	A	86.36 C-031715		
022964 TODD JERRY-RENTAL	28415		2015 6	INV	A	23.36 C-031715		
022965 KNIGHT MAVIS - RENTA	28416		2015 6	INV	A	8.72 C-031715		
022966 GORDON RICHARD	28417		2015 6	INV	A	83.72 C-031715		
022967 STARNES ERIK & KIM	28418		2015 6	INV	A	23.36 C-031715		
022968 LUKER ADAM EDWARD	28419		2015 6	INV	A	8.72 C-031715		
022969 GARNER RAYMOND II	28420		2015 6	INV	A	12.76 C-031715		
022970 ORMAN APRIL OR JESSE	28421		2015 6	INV	A	98.36 C-031715		
022971 BROWN LARKIN III	28422		2015 6	INV	A	23.36 C-031715		
022972 HATTON NATALIE	28423		2015 6	INV	A	23.36 C-031715		
022973 DIXON GEORGE & DUSTY	28424		2015 6	INV	A	93.48 C-031715		
022974 STRINGER CLETUS T	28425		2015 6	INV	A	22.00 C-031715		
022975 BROCIIOUS JOHN	28426		2015 6	INV	A	33.48 C-031715		
022976 MCKINNON ALAN	28427		2015 6	INV	A	45.08 C-031715		
022977 JOHNSON JASON	28428		2015 6	INV	A	58.64 C-031715		
022978 DOBSON JOHN	28429		2015 6	INV	A	50.00 C-031715		
022979 PIKE JOHN W	28430		2015 6	INV	A	64.33 C-031715		
022980 CHANDLER COLE	28432		2015 6	INV	A	23.36 C-031715		
022981 SANDERS KAYE	28433		2015 6	INV	A	30.00 C-031715		
022982 JACKSON BRENDA	28434		2015 6	INV	A	8.72 C-031715		

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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
022983 WORSHAM MICHAEL	28435		2015 6	INV	A	82.01 C-031715		
022984 INGRAM JOHN T.	28436		2015 6	INV	A	120.68 C-031715		
022985 HUGHES GARY - RENTAL	28437		2015 6	INV	A	50.00 C-031715		
022986 COUNCE DAVID---RENTA	28438		2015 6	INV	A	34.71 C-031715		
022987 RAINEY NOTCHA	28439		2015 6	INV	A	18.48 C-031715		
022988 THOMASON JAY - RENTA	28440		2015 6	INV	A	1.87 C-031715		
022989 LOPEZ-SILVA YOLANDA	28441		2015 6	INV	A	57.07 C-031715		
022990 SALAZAR ANGEL	28442		2015 6	INV	A	35.36 C-031715		
022991 PEELER HOYT C/O ALAN	28443		2015 6	INV	A	3.36 C-031715		
022992 HYDE DAVID	28444		2015 6	INV	A	137.00 C-031715		
022993 GOODNIGHT GEORGE	28445		2015 6	INV	A	33.36 C-031715		
022994 WILSON ROBERT & CHRI	28446		2015 6	INV	A	34.92 C-031715		
022995 BURNETT JERRY - RENT	28447		2015 6	INV	A	2.64 C-031715		
022996 ALLEN SAMUEL	28448		2015 6	INV	A	48.15 C-031715		
022997 BREWER LARRY D - REN	28449		2015 6	INV	A	27.80 C-031715		
022998 WHALEY STEPHEN & McA	28450		2015 6	INV	A	12.99 C-031715		
022999 GRUGETT CORINNE	28451		2015 6	INV	A	50.00 C-031715		
023000 PLUNK MICHAEL	28452		2015 6	INV	A	50.00 C-031715		
023001 JACKSON B J % JACKSO	28453		2015 6	INV	A	30.00 C-031715		
023002 BROWN MARJORIE L	28454		2015 6	INV	A	30.00 C-031715		
ACCOUNT TOTAL						3,703.30		
0400-000-000-00-211400- 010365 NESBIT WATER	2282015		FEES OWED TO NESBIT WATER ASSC 2015 6 INV A			3,096.00 C-031715		2/1-2/28/2015 FEES
ACCOUNT TOTAL						3,096.00		
ORG 0400 TOTAL						6,799.30		
811 0400-800-811-00-650600- 021319 ARGO CONSTRUCTION CO PAYAPP10			UTILITY EXPENSE ACCOUNTS HURRICANE CREEK 2015 6 INV A			109,910.52 C-031715		HURRICANE CREEK @M

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	021319	ARGO CONSTRUCTION CO PAYAPP4		2015	6	INV A			44,717.26 C-031715	PHASE 4 LESTER RD L
	021319	ARGO CONSTRUCTION CO PAYAPP8		2015	6	INV A			218,532.61 C-031715	TRINITY LAKES & AIR
									373,160.39	
									ACCOUNT TOTAL	373,160.39
	0400-800-811-00-651400-								DCRUA UPGRADE TAP FEES	
	004646	DESOTO COUNTY REGION 3102015		2015	6	INV A			3,750.00 C-031715	2/1-3/1/2015 SEWER
									ACCOUNT TOTAL	3,750.00
	0400-800-811-00-651500-								DCRUA TAP FEES	
	004646	DESOTO COUNTY REGION 3102015		2015	6	INV A			8,000.00 C-031715	2/1-3/1/2015 SEWER
									ACCOUNT TOTAL	8,000.00
									ORG 811 TOTAL	384,910.39
815									UTILITY CAPITAL IMPROVEMENTS	
	0400-800-815-00-625300-								EXTENSION & OTHER IMPROVEMENTS	
	000023	A-1 SEPTIC TANK SERV 13327		15000318	2015	6	INV A		9,030.00 C-031715	SHETLAND GARDENS
	010758	NORTH MISSISSIPPI UT 3102015		2015	6	INV A			313.30 C-031715	12/23/14-1/20/15 WA
	018221	CIVIL-LINK, LLC 41239		2015	6	INV A			13,368.24 C-031715	VALVE SURVEY PROGRA
	018221	CIVIL-LINK, LLC 41240		2015	6	INV A			12,374.56 C-031715	METER MAPPING & SUR
	018221	CIVIL-LINK, LLC 41241		2015	6	INV A			36,567.47 C-031715	CORP OF ENGINEERS M
	018221	CIVIL-LINK, LLC 41242		2015	6	INV A			3,266.12 C-031715	SEWER SERVICE MODIF
	018221	CIVIL-LINK, LLC 41245		2015	6	INV A			998.40 C-031715	STARLANDING/HWY 51
									66,574.79	
									ACCOUNT TOTAL	75,918.09
									ORG 815 TOTAL	75,918.09
820									UTILITY ADMINISTRATIVE EXPENSE	
	0400-800-820-00-610400-								OFFICE SUPPLIES	
	021382	PETTY CASH 312015		2015	6	INV A			33.08 C-031715	UTILITIES-PETTY CAS
									ACCOUNT TOTAL	33.08
	0400-800-820-00-626500-								PRINTING	
	006685	MID SOUTH DIGITAL 476951		2015	6	INV A			13.85 C-031715	A3190 COPIER
	006685	MID SOUTH DIGITAL 477210		2015	6	INV A			15.24 C-031715	A4957 COPIER
									29.09	
									ACCOUNT TOTAL	29.09
									ORG 820 TOTAL	62.17



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825								UTILITY MAINTENANCE EXPENSES
0400-800-825-00-610400- 007600 OFFICE DEPOT	1758189173		2015	6	INV A	59.97	C-031715	OFFICE SUPPLIES PHONE CHARGER & CAS
						59.97		ACCOUNT TOTAL
0400-800-825-00-611000- 000354 METER SERVICE AND SU	636		2015	6	INV A	495.00	C-031715	MATERIALS HYDRANT REPAIR PAAR
000663 BULLFROG AMOCO	5990342		2015	6	INV A	52.25	C-031715	KEROSENE
000989 ICM OF MEMPHIS	ME601577MR		2015	6	INV A	166.14	C-031715	HOSE REELS, MATERIAL
000993 CARQUEST AUTO PARTS	1897-222386		2015	6	INV A	27.41	C-031715	BELT & OIL
001091 BLUFF CITY ELECTRONI	ME388932-01		2015	6	INV A	83.30	C-031715	TOOL BAG, ETC
001150 NAPA GENUINE PARTS C	633151		2015	6	INV A	3.33	C-031715	GREASE FITTING
001320 MARTIN MACHINE WORKS	840		2015	6	INV A	1,156.00	C-031715	CLAMPS FOR STEWARTS
001320 MARTIN MACHINE WORKS	842		2015	6	INV A	189.00	C-031715	HYDRANT REPAIR/STAR
						1,345.00		
004494 J R STEWART	INV30119		2015	6	INV A	1,690.00	C-031715	CONTROL PANEL
007304 O'REILLYS AUTO PARTS	1257-177052		2015	6	INV A	30.98	C-031715	CAR CHARGER
007304 O'REILLYS AUTO PARTS	1257-179237		2015	6	INV A	12.98	C-031715	MINI FUSE, NOSE PLI
007304 O'REILLYS AUTO PARTS	1257-191273		2015	6	INV A	9.49	C-031715	DRAIN PAN
						53.45		
007600 OFFICE DEPOT	1760350061		2015	6	INV A	39.19	C-031715	USB CORD
021382 PETTY CASH	312015		2015	6	INV A	29.95	C-031715	UTILITIES-PETTY CAS
						3,985.02		ACCOUNT TOTAL
0400-800-825-00-611100- 001146 IDEAL CHEMICAL	154153		2015	6	INV A	1,403.00	C-031715	CHEMICALS FLUORIDE, LIME, CHLO
005073 MOMAR	A23311	15000307	2015	6	INV A	2,500.00	C-031715	SEWER CHEMICALS
						3,903.00		ACCOUNT TOTAL
0400-800-825-00-611300- 000650 G & W DIESEL SERVICE	313311		2015	6	INV A	2,367.88	C-031715	MAINTENANCE VEHICLES #806-LIGHTS
000650 G & W DIESEL SERVICE	313403		2015	6	INV A	1,608.93	C-031715	#801 LIGHTS
						3,976.81		



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YEAR/PERIOD: ACCOUNT/VENDOR	2015/5 TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
000669 CAMPER CITY USA INC	388512		2015	6	INV A	95.00	C-031715	TOOL BOX LOCK REPLA
000669 CAMPER CITY USA INC	388684		2015	6	INV A	628.00	C-031715	#801 TOOL BOXES
						723.00		
000836 COUNTRY FORD INC	303030		2015	6	INV A	936.09	C-031715	OIL CHANGE/TUNE UP
002352 DEPARTMENT OF REVENU	3102015		2015	6	INV A	12.00	C-031715	#60507 2015 F150 TA
007304 O'REILLYS AUTO PARTS	1257-176552		2015	6	INV A	27.98	C-031715	BLUE DEF
007304 O'REILLYS AUTO PARTS	1257-176554		2015	6	INV A	39.98	C-031715	DIESEL TREATMENT
007304 O'REILLYS AUTO PARTS	1257-176651		2015	6	INV A	19.99	C-031715	DIESEL TREATMENT
007304 O'REILLYS AUTO PARTS	1257-177668		2015	6	INV A	16.99	C-031715	ANTIFREEZE
007304 O'REILLYS AUTO PARTS	1257-181797		2015	6	INV A	15.98	C-031715	BRAKE FLUID
007304 O'REILLYS AUTO PARTS	1257-181855		2015	6	INV A	32.28	C-031715	WIPER BLADES
007304 O'REILLYS AUTO PARTS	1791-321634		2015	6	INV A	24.97	C-031715	WIPER BLADES
						178.17		
						ACCOUNT TOTAL		5,826.07
0400-800-825-00-612200-								MAINTENANCE EQUIPMENT & BUILD
000354 METER SERVICE AND SU	635	15000317	2015	6	INV A	2,677.70	C-031715	(GETWELL WTP EAST
000669 CAMPER CITY USA INC	644820		2015	6	INV A	49.00	C-031715	TRAILER HITCH
000989 ICM OF MEMPHIS	ME601597MR		2015	6	INV A	676.61	C-031715	SEWER MACHINE ACCES
001320 MARTIN MACHINE WORKS	838		2015	6	INV A	589.00	C-031715	BACKHOE WINDOW AND
007304 O'REILLYS AUTO PARTS	1257-171694		2015	6	INV A	77.97	C-031715	PASS PUMP BATTERY
007304 O'REILLYS AUTO PARTS	3112015		2015	6	INV A	40.79	C-031715	ASST MATERIALS & CR
						118.76		
						ACCOUNT TOTAL		4,111.07
0400-800-825-00-612500-								UNIFORMS
000983 PARAMOUNT UNIFORMS R	284173		2015	6	INV A	145.13	C-031715	UNIFORMS
000983 PARAMOUNT UNIFORMS R	285512		2015	6	INV A	145.13	C-031715	UNIFORMS
						290.26		
						ACCOUNT TOTAL		290.26
0400-800-825-00-622100-								PROFESSIONAL SERVICES
002224 SERVPRO	4198482		2015	6	INV A	2,250.40	C-031715	SEWER MAIN BACK-UP
008128 SENSUS METERING SYST	FM15000711		2015	6	INV A	1,784.47	C-031715	SOFTWARE SUPPORT/HA
009195 GAINES, ROBERT	1146		2015	6	INV A	4,292.50	C-031715	FEB 2015 SCADA SERV



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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
018221 CIVIL-LINK, LLC	41243		2015	6	INV A	892.71	C-031715	DCRUA METER MONITOR		
018221 CIVIL-LINK, LLC	41244		2015	6	INV A	3,524.01	C-031715	UTILITY RPR SERVICE		
						4,416.72				
ACCOUNT TOTAL						12,744.09				
0400-800-825-00-625700- 021382 PETTY CASH	312015		TELEPHONE & POSTAGE		2015	6	INV A	19.99	C-031715	UTILITIES-PETTY CAS
ACCOUNT TOTAL						19.99				
0400-800-825-00-626000- 000966 ENTERGY	112498183315		UTILITIES		2015	6	INV A	18.66	C-031715	1395 PLEASANT HILL
001388 HORN LAKE WATER ASSO	90601500215		2015	6	INV A	15.25	C-031715	SEWER SWEETWATER		
ACCOUNT TOTAL						33.91				
0400-800-825-00-630600- 000669 CAMPER CITY USA INC	388686		VEHICLES		2015	6	INV A	437.00	C-031715	TOOL BOX & FLOOR MA
000836 COUNTRY FORD INC	19877	15000078	2015	6	INV A	28,191.00	C-031715	FORD F-150 PICKUP T		
ACCOUNT TOTAL						28,628.00				
ORG 825 TOTAL						59,601.38				
=====										
FUND 0400 UTILITY FUND						TOTAL:	527,291.33			
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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
SANITATION FUND								
0450-000-000-00-507600- 022946 HILAL GEORGE	2272015		2015	6	INV A	12.00	C-031715	REFUND
SANITATION COLLECTION CHARGE								
ACCOUNT TOTAL						12.00		
ORG 0450 TOTAL						12.00		
MAINTENANCE EXPENSES								
UNIFORMS								
0450-810-850-00-612500- 000983 PARAMOUNT UNIFORMS R 284174			2015	6	INV A	8.81	C-031715	UNIFORMS
000983 PARAMOUNT UNIFORMS R 285513			2015	6	INV A	26.81	C-031715	UNIFORMS
						35.62		
ACCOUNT TOTAL						35.62		
PROFESSIONAL SERVICES								
0450-810-850-00-622100- 004781 FAMILY MEDICAL CLINI 137758			2015	6	INV A	60.00	C-031715	27201-C AUSTIN
007500 SWEEPING CORPORATION 117190-IN			2015	6	INV A	2,091.56	C-031715	HWY 51,HWY 302,GOOD
007500 SWEEPING CORPORATION 117191-IN			2015	6	INV A	1,227.22	C-031715	FEB 2015 SWEEPING
007500 SWEEPING CORPORATION 117192-IN			2015	6	INV A	16,172.42	C-031715	RESIDENTIAL STREET
						19,491.20		
008127 WASTE CONNECTIONS OF 4171111			2015	6	INV A	251.82	C-031715	WASTE SERVICES
008127 WASTE CONNECTIONS OF 4171242			2015	6	INV A	254.10	C-031715	WASTE SERVICES
						505.92		
019230 WASTE PRO	16059		2015	6	INV A	69,750.00	C-031715	FEB 2015 RUBBISH SE
ACCOUNT TOTAL						89,807.12		
ORG 850 TOTAL						89,842.74		
=====								
FUND 0450 SANITATION FUND						TOTAL:	89,854.74	
=====								

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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
211 POLICE DEPARTMENT						
0010-200-211-00-625700- 002351 COMCAST	621122010315		2015 6 INV P	267.56 D-031715	125246	8691 NORTHWEST DR -
006142 ACCESS POINT INC	3800410		2015 6 INV P	1,104.05 D-031715	125280	SID PHONE SERVICES
ACCOUNT TOTAL				1,371.61		
0010-200-211-00-661800- 002354 STEWART, STEVE 031015 CONFISCATED FUNDS-LOCAL						
				2015 6 INV P	6,370.00 D-031715	125263 REIMBURSE BUY MONEY
ACCOUNT TOTAL				6,370.00		
ORG 211 TOTAL				7,741.61		
290 FIRE DEPARTMENT						
0010-200-290-00-626000- 001145 ATMOS ENERGY	302069660315		2015 6 INV P	142.59 D-031715	125244	6450 GETWELL RD - F
ACCOUNT TOTAL				142.59		
0010-200-290-00-626900- 001145 ATMOS ENERGY 302065450315 TRAVEL & TRAINING						
				2015 6 INV P	970.29 D-031715	125244 6450 GETWELL RD - F
ACCOUNT TOTAL				970.29		
ORG 290 TOTAL				1,112.88		
311 PUBLIC WORKS DEPARTMENT						
0010-300-311-00-626000- 001145 ATMOS ENERGY	301696610315		2015 6 INV P	993.92 D-031715	125244	5813 PEPPERCHASE DR
001145 ATMOS ENERGY	301696640315		2015 6 INV P	1,237.39 D-031715	125244	5813 PEPPERCHASE DR
001145 ATMOS ENERGY	301696670315		2015 6 INV P	776.20 D-031715	125281	5813 PEPPERCHASE DR
				3,007.51		
ACCOUNT TOTAL				3,007.51		
ORG 311 TOTAL				3,007.51		
411 PARKS DEPARTMENT						
0010-400-411-00-625700- 002351 COMCAST	458907010315		2015 6 INV P	256.37 D-031715	125245	3335 PINE TAR ALLEY
002351 COMCAST	926069010315		2015 6 INV P	928.70 D-031715	125247	7360 HIGHWAY 51 N -
				1,185.07		
ACCOUNT TOTAL				1,185.07		
0010-400-411-00-626000- 001105 NORTHCENTRAL ELECTRI 592470020315 UTILITIES						
				2015 6 INV P	168.16 D-031715	125248 MALONE RD - TENNIS
001105 NORTHCENTRAL ELECTRI 592470090315				2015 6 INV P	234.58 D-031715	125248 FREEMAN LANE 3750



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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET D-031715

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YEAR/PERIOD: 2015/5 ACCOUNT/VENDOR	TO 2015/6 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
				402.74		
001145 ATMOS ENERGY	301501820315		2015 6 INV P	316.92	D-031715	125244 6070 SNOWDEN LN - P
001145 ATMOS ENERGY	301525330315		2015 6 INV P	5,697.79	D-031715	125244 7360 HIGHWAY 51 N -
001145 ATMOS ENERGY	301547640315		2015 6 INV P	1,638.33	D-031715	125244 3335 PINE TAR ALLEY
001145 ATMOS ENERGY	302069680315		2015 6 INV P	375.93	D-031715	125244 3278 MAY BLVD PARK
				8,028.97		
			ACCOUNT TOTAL	8,431.71		
		ORG 411	TOTAL	9,616.78		
=====						
FUND 0010 GENERAL FUND			TOTAL:	21,478.78		
=====						

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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET D-031715

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YEAR/PERIOD: ACCOUNT/VENDOR	2015/5 INVOICE	TO 2015/6	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
825	UTILITY MAINTENANCE EXPENSES								
0400-800-825-00-626000-	UTILITIES								
001105 NORTHCENTRAL ELECTRI	592470010315			2015	6	INV P	41.31 D-031715	125286	COBBLESTONE LIFT ST
001105 NORTHCENTRAL ELECTRI	592470070315			2015	6	INV P	88.78 D-031715	125286	BELLE POINTE LIFT S
001105 NORTHCENTRAL ELECTRI	592470110315			2015	6	INV P	18.09 D-031715	125286	4105 GOODMAN RD E
							148.18		
002351 COMCAST	856867020315			2015	6	INV P	102.85 D-031715	125282	8779 WHITWORTH ST
002351 COMCAST	894491010315			2015	6	INV P	102.85 D-031715	125283	7525 GREENBROOK PAR
002351 COMCAST	910908010315			2015	6	INV P	102.85 D-031715	125284	2543 GEM ST
002351 COMCAST	911329010315			2015	6	INV P	102.85 D-031715	125285	1334 E. GOODMAN RD
							411.40		
							ACCOUNT TOTAL		559.58
							ORG 825 TOTAL		559.58
=====							FUND 0400 UTILITY FUND	TOTAL:	559.58
=====									=====

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CITY OF SOUTHAVEN
FY 2015 CLAIMS DOCKET W-031517

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YEAR/PERIOD: 2015/5 TO 2015/6 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010	GENERAL FUND					
0010-000-000-00-211300-			SALES TAX PAYABLE			
001176 MISSISSIPPI STATE TA 28489			2015 6 DIR P	235.26 W-031715	43475	FEB 2015 SALES TAX
			ACCOUNT TOTAL	235.26		
			ORG 0010 TOTAL	235.26		
=====						
	FUND 0010 GENERAL FUND		TOTAL:	235.26		
=====						



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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2015/5 TO 2015/6 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0400			UTILITY FUND			
0400-000-000-00-211300-			SALES TAX PAYABLE			
001176 MISSISSIPPI STATE TA 3122015			2015 6 DIR P	5,558.94 W-031715	43474	FEB 2015 SALES TAX
			ACCOUNT TOTAL	5,558.94		
			ORG 0400 TOTAL	5,558.94		
=====						
FUND 0400 UTILITY FUND				TOTAL:	5,558.94	
=====						

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17.

Executive Session

Claims and Litigation
filed against the City
for Infrastructure

Update on Litigation
filed against Southaven
Police Department