



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
November 21, 2017
6:00 p.m.
AGENDA**

- 1. Call To Order**
- 2. Invocation: Pastor Tradanius Beard with Northwest Church of Christ**
- 3. Pledge Of Allegiance**
- 4. Approval Of Minutes: November 7, 2017**
- 5. FY 17 Audit Professional Service**
- 6. Agreement with P.B.J. Happee Day Shows, Inc.**
- 7. Resolution for Restaurant Tourism Tax for Parks**
- 8. Resolution of Support for Desoto County Veterans Park and Desoto County Visitors Center**
- 9. Resolution for Approving Refunding of a Portion of 2010 GO Bonds**
- 10. Planning Agenda: Item #1 Award Recommendation for Comprehensive Plan to Bridge & Watson, LLC
Item #2 Request to vacate 228+ acres of property within Snowden Farms PUD**
- 11. Mayor's Report**
- 12. Citizen's Agenda**
- 13. Personnel Docket**
- 14. City Attorney's Legal Update**
- 15. Claims Docket**
- 16. Executive Session: Litigation against SPD
Potential Purchase of Property by City (Broker Agreement)
Industrial Development Expansion
Leasing of City Facilities
Economic Development**

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

Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN
SOUTHAVEN, MISSISSIPPI
CITY HALL
November 7, 2017
6:00 p.m.
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval Of Minutes: October 17, 2017 and October 23, 2017
5. Proposal/Agreement from UrbanARCH Associates, PC for Monument Signage Design
6. Resolution for FY 18 Budget Amendment
7. Resolution to Surplus Property – SPD and ITEC Department
8. Affiliation Agreements between SFD and Coahoma Community College and Northwest Community College
9. Contract with Tank Pro
10. Bond and Parameter Resolution Approving Sale of G.O. Bond
11. Consideration of Resolutions for Restaurant Tourism Tax for Parks
12. Authorization for Renewal with Shapiro Uniforms for SFD
13. Resolutions for Final Change Orders For Elmore Road North and South
14. Resolution for Change Order for Phase I Fire Service Extension Horn Lake Road
15. Phase I Fire Service Extension Pay Application #2
16. CBRE Proposal for Lease with Regions Bank
17. Change Order #1 Carriage Hills Bike/Pedestrian Project
18. Acceptance of Bid – Public Works Dept.
19. July 4th Contract – Argo Entertainment
20. Resolution To Clean Private Property
21. Planning Agenda: Item #1 Application by Radiant Group of Properties, LLC for a C-store and quick service restaurant to be located on the northeast corner of Church Road and Elmore Road
22. Mayor's Report
23. Citizen's Agenda: Don Daniels
24. Personnel Docket
25. City Attorney's Legal Update
26. Claims Docket
27. Executive Session: Claims/Litigation for SPD, Public Works, Code Enforcement; Potential Lease of City Property; Economic Development (Potential Business/Industry relocate to City

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 November 7, 2017 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 7th day of November, 2017 at six o'clock (6:00) p.m. at City Hall.

Present were:

William Brooks	Alderman At Large
Kristian Kelly	Alderman, Ward 1
Ronnie Hale	Alderman, Ward 2
George Payne	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
John David Wheeler	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

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

Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer, followed by the Pledge of Allegiance led by Alderman Payne. Next, a motion was made by Alderman Payne to approve the minutes of the regular meeting of October 17, 2017 with any corrections, deletions, or additions necessary. Motion was seconded by Alderman Brooks. Motion was put to a vote and passed unanimously. Alderman Payne made the motion to approve the minutes of the Special Called Meeting of October 23, 2017 with any corrections, deletions, or additions necessary. There being none the motion was seconded by Alderman Hale. Motion was put to a vote and passed unanimously.

PROPOSAL / AGREEMENT FROM URBAN ARCH ASSOCIATES, PC FOR MONUMENT SIGNAGE DESIGN

Mayor Musselwhite presented this item to the Board.

Mayor Musselwhite stated that this proposal from Urban Arch is for the design of the City entrance signs that will have a brick base and be installed at the northern and southern entrances to the City on I-55. Mayor Musselwhite explained that the price will include three designs, signs construction and a municipal district sign. Alderman Hale made the motion to authorize Mayor Musselwhite to execute the agreement. Motion was seconded by Alderman Brooks. Motion was put to vote and passed unanimously.

A copy of the agreement is attached to these minutes.

RESOLUTION FOR FY18 BUDGET AMENDMENT

Chris Wilson, City Administrator, presented these items to the Board.

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Mr. Wilson stated that this budget amendment will add the revenue and expense of \$33,000 the City has recently received via our Tree Ordinance. Mr. Wilson explained that a developer has paid the City \$33,098.22 in accordance with the City Tree Removal Ordinance Sec 13-11 (C) Tree Bank Alternative. The expense/funding will be used for "planting public trees to enhance the aesthetics of specified areas...". After hearing from Mr. Wilson, the Board of Alderman considered the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND 2018 BUDGET

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of amending the 2018 City Budget.

WHEREAS, pursuant to Miss. Code 21-35-25, the City desires to amend its 2018 budget; and

WHEREAS, the City's actual collections and anticipated revenues will exceed the estimates; thus, the City desires to revise and increase the budget appropriation of such funds as set forth in Exhibit A; and

WHEREAS, the transfer from fund to fund, or from item to item, will not result in the expenditure of any money for a purpose different from that which was budgeted or collected; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Board approves the budget amendment as set forth in Exhibit A and authorizes the Mayor or CAO or their designee to take any and all actions for such amendment.
2. If required, the City is authorized to publish within two (2) weeks of this action in the same manner as the final adopted budget. This publication shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice.
3. The Mayor or CAO or their designee are authorized to take all actions to further the effectuate the intent of this Resolution.

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

Alderman William Brooks

voted: YES

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Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John David Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 7th day of November, 2017.

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

RESOLUTION TO SURPLUS PROPERTY – SPD

This resolution will surplus old radios and light bars that is no longer needed or used by the Police Department. The Board of Alderman considered the following resolution:

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

WHEREAS, the City of Southaven ("City") Police Department is presently in possession of radio equipment ("Equipment"), as set forth in Exhibit A, which is no longer useable with the City's current system and the light bars are no longer in use and is not needed by the City Police Department; and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the Equipment 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 Equipment, which has no value, as set forth in Exhibit A, shall be surplus according to Mississippi Code 17-25-25(5); and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of the Equipment, 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:

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1. The Equipment be hereby declared as surplus property pursuant to Mississippi Code 17-25-25(5).

2. The City Police Chief, or his designee, is hereby authorized and directed to any and all actions to effectuate the intent of this Resolution.

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 7th day of November, 2017.

EXHIBIT A

A copy of the surplus list is attached to these minutes.

RESOLUTION TO SURPLUS PROPERTY - ITEC

This resolution will allow for surplus of IT equipment that are no longer needed. The Board of Alderman considered the following resolution:

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

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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.

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	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 7th day of November, 2017.

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A copy of the surplus list is attached to these minutes.

AFFILIATION AGREEMENTS BETWEEN SFD AND COAHOMA COMMUNITY COLLEGE AND NORTHWEST COMMUNITY COLLEGE

Roger Thornton, Fire Chief, presented this item to the Board.

Chief Thornton stated that these agreements will continue to allow the SFD to partner with Coahoma Community College and Northwest to provide clinical experience/training as part of the EMS program. The SFD has worked with the Colleges for several years (Northwest approx. 12 years and Coahoma approx. 6 years) as part of this program. Alderman Payne made the motion to approve the affiliations agreements with Northwest Community College and Coahoma Community College. Motion was seconded by Alderman Hale. Motion was put to vote and passed unanimously.

A copy of both agreements are attached to these minutes.

CONTRACT WITH TANK PRO

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

Mr. Manley stated that this contract authorizes the City to use the services of Tank Pro to perform inspections, reports, maintenance, renovation, and other maintenance joint items on the City's 8 water tanks. The City has been using Tank Pro for several years under various contracts; however, this contract combines all the services in one document. Pursuant to Miss. Code 31-7-13(m)(xxiii), this contract is exempt from the bid laws as is it is for professional maintenance program for the repair or maintenance of municipal water tanks for a fixed fee and duration is over 2 years. Tank Pro will provide various services depending on the individual tank over the course of the contract. The year 1 price is \$100,810; year 2 is \$149,914; year 3 is \$155,072; year 4 is \$165,656; year 5 is \$165,656; year 6 is \$171,354; year 7 is \$183,062; year 8 is 183,062; year 9 is \$183,062; year 10 is \$202,278. Alderman Gallagher made the motion to approve the contract and allow Mayor Musselwhite to sign the agreement. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

A copy of the contract is attached to these minutes.

BOND AND PARAMETER RESOLUTION APPROVING SALE OF G.O. BOND

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

Mr. Manley stated that these resolutions will allow for the sale of the bonds so that the City can move forward toward the bond closing. The Board of Alderman then considered the following resolution:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2017, OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY"), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN A

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TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION DOLLARS (\$6,000,000); PRESCRIBING THE FORM AND DETAILS OF SAID BOND; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION WITH SAID BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF SAID BOND TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DELIVERY OF, AS APPLICABLE, AN INDENTURE OF TRUST, THE MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, THE CITY BOND PURCHASE AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING AND DIRECTING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION DOLLARS (\$6,000,000); AND FOR RELATED PURPOSES.

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

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

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

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

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

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

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

"**Bank Bonds**" shall mean the not to exceed \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project), authorized to be issued by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

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

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

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"Business Day" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Courthouse in Southaven, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

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

"City Bond" shall mean the not to exceed \$6,000,000 General Obligation Bond, Series 2017, of the City authorized and directed to be issued in this Bond Resolution in one or more series and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

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

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

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

"Construction Project" shall mean financing certain capital projects and improvements which shall consist of (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor; and for erecting, equipping and furnishing of buildings to be used as a municipal or civics arts center; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) for other authorized purposes under the City Bond Act.

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

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

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

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

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

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

"Payments" shall have the meaning given it in Section 14(b) hereof.

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

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

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

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

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

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Mississippi.

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

"Trustee" shall mean shall mean Trustmark National Bank, Jackson, Mississippi, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Indenture.

"2017 Bond Fund" shall mean the City of Southaven, Mississippi General Obligation Bond, Series 2017 Bond Fund provided for in Section 14 hereof.

"2017 Construction Fund" shall mean the City of Southaven, Mississippi General Obligation Bond, Series 2017 Construction Fund provided for in Section 15 hereof.

"Underwriter" shall mean Raymond James & Associates, Inc., Memphis, Tennessee, as Underwriter of the Bank Bonds.

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

2. Heretofore, on September 5, 2017, the Governing Body adopted a resolution entitled **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY, ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SIX MILLION DOLLARS (\$6,000,000) TO RAISE**

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MONEY FOR THE PURPOSE (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AUDITORIUMS, COMMUNITY CENTERS, GYMNASIUMS AND ATHLETIC STADIUMS, PREPARING AND EQUIPPING ATHLETIC FIELDS, AND PURCHASING BUILDINGS AND LAND THEREFOR; AND FOR ERECTING, EQUIPPING AND FURNISHING OF BUILDINGS TO BE USED AS A MUNICIPAL OR CIVICS ARTS CENTER; (III) PURCHASING LAND FOR PARKS, CEMETERIES AND PUBLIC PLAYGROUNDS, AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF SWIMMING POOLS AND OTHER RECREATIONAL FACILITIES; (IV) PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; (V) ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (VI) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (VII) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (VIII) CONSTRUCTING BRIDGES AND CULVERTS; (IX) PURCHASING MACHINERY AND EQUIPMENT, INCLUDING MOTOR VEHICLES WEIGHING NOT LESS THAN TWELVE THOUSAND (12,000) POUNDS, WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS WHICH EXPECTED USEFUL LIFE SHALL EXCEED THE LIFE OF THE BONDS FINANCING SUCH PURCHASE; AND (X) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, INCLUDING PAYING FOR THE COST OF SUCH BORROWING; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES" (the "**Intent Resolution**") indicating its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Six Million Dollars (\$6,000,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank in a total aggregate principal amount not to exceed Six Million Dollars (\$6,000,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Six Million Dollars (\$6,000,000), as authorized by the Bank Act and the City Act for the purposes of providing funds for the Project, and fixed 6:00 o'clock p.m. on October 3, 2017, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

3. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in the *DeSoto Times-Tribune*, a newspaper published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before October 3, 2017, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on September 7, 14, 21 and 28, 2017.

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4. On or prior to 6:00 o'clock p.m. on October 3, 2017, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City; and, therefore, the Governing Body did find, determine and adjudicate that no protest against the issuance of the Bonds and/or the City Bond and/or the authorization of the Loan had been duly filed.

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

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

7. As of November 1, 2017, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$528,814,588, and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$31,055,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of \$32,895,000; the issuance of the City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

8. The Governing Body hereby receives, examines and considers the following form of documents concerning the issuance, sale and purchase of the City Bond by the Bank: (i) the City Bond Purchase Agreement, to be dated the date of sale of the City Bond (the "**City Bond Purchase Agreement**"), by and between the Bank and the City, which provides for the sale of the City Bond to the Bank; (ii) an Indenture of Trust (the "**Indenture**"), by and between the Bank and the Trustee; (iii) the Bond Purchase Agreement, to be dated the date of sale of the Bank Bonds (the "**Bond Purchase Agreement**"), by and between the Bank, the City and the Underwriter, which provides for the sale of the Bank Bonds to the Underwriter; (iv) the Preliminary Official Statement, to be dated the date of distribution thereof (the "**Preliminary Official Statement**") describing the Bank Bonds, the City Bond, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds and the City Bond; and (v) the continuing disclosure certificate (the "**Continuing Disclosure Certificate**"), of the City, in connection with the Bank Bonds, dated the date of issuance and delivery of the Bank Bonds.

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

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

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

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

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

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

SECTION 2. The City Bond is hereby authorized and ordered to be prepared and issued in one or more series in a principal amount of not to exceed Six Million Dollars (\$6,000,000) to raise money for the Project as authorized by the Act. The Governing Body of the City is authorized and empowered by the provisions of the Act or as may otherwise be provided by law to issue the City Bond.

SECTION 3. The Governing Body hereby further authorizes and approves the sale of the City Bond to the Bank pursuant to the terms and provisions of the City Bond Purchase Agreement and the sale of the Bank Bonds by the Bank to the Underwriter pursuant to the terms and provisions of the Bond Purchase Agreement.

SECTION 4. The Governing Body does hereby find and determine that the City Bond and the Bank Bonds are being issued to provide financing for the costs of the Project.

SECTION 5. (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America upon presentation of the City Bond at the corporate trust office of the Paying Agent.

(b) The City Bond shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered 1; shall bear interest from the date thereof at the federally taxable or tax exempt rate or rates borne by the Bank Bonds (as provided in the Indenture) which federally taxable or tax exempt rate or rates shall be reviewed by the Municipal Advisor

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and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the City Bond shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture; provided, however, that the final maturity for the City Bond shall be no later than twenty (20) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture.

(c) The City Bond is subject to redemption prior to maturity only at the times, to the extent, in the manner and as otherwise provided for the Bank Bonds in the Indenture. If applicable, the City shall provide proper notices to the Bank and the Trustee as provided in the Indenture in the event the City elects to redeem the City Bond or any portion thereof, and redemption of the City Bond or any portion thereof shall be as provided in this Section 5 and Article IV of the Indenture. It is intended that redemption of the City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

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

SECTION 6. (a) When the City Bond shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the City Bond, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 8.

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

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

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

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

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

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

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

SECTION 7. (a) The City hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

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

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

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11 of the Indenture.

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

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

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

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

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

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

SECTION 8. The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST (THE "INDENTURE") DATED AS OF _____, 2017, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI**

**CITY OF SOUTHAVEN
GENERAL OBLIGATION BOND
SERIES 2017**

NO. 1

\$6,000,000

Rate of Interest

Maturity

Dated Date

%

_____, 2017

**Registered Owner: TRUSTMARK NATIONAL BANK,
As Assignee of the Mississippi Development Bank**

Principal Amount:

DOLLARS

The City of Southaven, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of Trustmark National Bank, Jackson, Mississippi, or its

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successor, as paying agent (the "**Paying Agent**") for the General Obligation Bond, Series 2017, of the City (the "**City Bond**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Trustmark National Bank, Jackson, Mississippi, or its successor, as transfer agent for the City Bond (the "**Transfer Agent**") at the times and periods as provided in the Indenture (herein defined).

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

Payments of principal of and interest on this City Bond shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration records in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date (as defined in the Bond Resolution, as hereinafter defined).

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, amended and supplemented from time to time (together, the "**Act**"), and by the further authority of proceedings duly had by the Board of Aldermen of the City, including a resolution adopted November 7, 2017 (the "**Bond Resolution**").

This City Bond is issued in the aggregate authorized principal amount of Six Million Dollars (\$6,000,000) to raise money for the purpose of providing funds for (a) (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor; and for erecting, equipping and furnishing of buildings to be used as a municipal or civics arts center; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 *et seq.*, as amended and/or supplemented from time to time, and (b) paying the costs of issuance of this City Bond and the Bank Bonds (as defined herein).

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$6,000,000 Mississippi Development Bank

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Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and Trustmark National Bank, Jackson, Mississippi, as trustee (the "**Trustee**"), dated _____, 2017 (the "**Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

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

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

The City Bond is 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; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due.

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

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

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

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

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

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

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of _____, 2017.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2017, of the City of Southaven, Mississippi.

TRUSTMARK NATIONAL BANK,
as Transfer Agent

BY:

Authorized Signatory

Date of Registration and Authentication: _____, 2017

REGISTRATION AND VALIDATION CERTIFICATE

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

I, the undersigned City Clerk of the City of Southaven, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Desoto County, Mississippi, rendered on the ____ day of _____, 2017.

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City Clerk

(SEAL)

[END OF CITY BOND FORM]

SECTION 9. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 10. This City Bond shall be a general obligation of the City and the City hereby irrevocably pledges its full faith, credit and taxing power for the purpose of effectuating and providing for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue. For the purpose of effectuating and providing for the payment of the principal of and interest on the City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond and any additional obligations of the City under the Indenture; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2017 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. Said tax, if necessary, shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the all of the aforesaid obligations of the City Bond.

SECTION 11. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The

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Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the City Bond that may be issued hereunder at any one time.

SECTION 12. Ownership of the City Bond shall be in the Bank or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 13. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 14. (a) The City hereby establishes the 2017 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2017 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 10 hereof;

(ii) Any income received from investment of monies in the 2017 Bond Fund; and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2017 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding under the Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the 2017 Bond Fund sufficient monies to make the payments necessary (the "**Payments**") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 15. (a) The City hereby establishes the 2017 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the City Bond shall be deposited in the 2017 Construction Fund. Any income received from investment of monies in the 2017 Construction Fund shall be deposited in

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the 2017 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2017 Bond Fund for the payment of debt service on the City Bond. From the 2017 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain in the 2017 Construction Fund after the completion of the Construction Project shall be transferred to the 2017 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2017 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 16. (a) Payment of principal on the City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

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

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

SECTION 17. The City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 18. The City covenants to comply, if applicable, with each requirement of the Code and the regulations promulgated thereunder necessary to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply, if applicable, with a certificate of the City to be executed and delivered concurrently with the issuance of the City Bond and the Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, if applicable. The City shall not use or permit the use of any of the proceeds of the City Bond or the Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bank Bond to be an "arbitrage bond" as defined in Section 148 of the Code, if and as applicable. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes under the Code, if applicable, the covenants contained in this Section 18 shall

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survive the payment of the City Bond and the Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 19. The City represents as follows:

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

(b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the City Bond.

SECTION 20. The City hereby covenants that, if applicable, in connection with the Bank Bonds it shall make, or cause to be timely made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, will enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee. The Mayor, the Clerk and/or an Authorized Officer are each hereby authorized to execute the Arbitrage Rebate Agreement in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 21. The City Bond shall be sold to the Bank based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Underwriter of the Bank Bonds.

SECTION 22. The Mayor, the Clerk and/or any Authorized Officer are hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code

SECTION 23. The Mayor, the Clerk and/or any Authorized Officer are hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 24. The City is an "obligated person" under the Rule covenants and agrees to execute the Continuing Disclosure Certificate setting forth the City's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section 24.

SECTION 25. The City may issue refunding bonds, in one or more series, with the consent of the Bank pursuant to a supplement to this Bond Resolution or a separate resolution to provide funds for the refunding of all or a portion of the City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected, if applicable.

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

It is intended that this Section 25 allow for the provision of refunding bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in Section 2.5 of the Indenture.

SECTION 26. (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;
- (ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.1 of the Indenture;
- (iii) To subject to the Indenture additional Revenues, properties or collateral;
- (iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and
- (vi) In connection with issuance of refunding bonds.

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

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(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 26, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

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

SECTION 27. The Mayor, the Clerk and an Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as our required for the sale, issuance and delivery of the City Bond.

SECTION 28. The Indenture, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached as **EXHIBIT A** (with such completions, changes, insertions and modifications as may be approved by such officers, said execution being conclusive evidence of such approval). The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized to approve such additional changes as may be requested by the Bank. The Governing Body hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that may items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the Indenture.

SECTION 29. The City Bond Purchase Agreement, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form as provided in **EXHIBIT B** hereto. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers.

SECTION 30. The Bond Purchase Agreement, in the form submitted to this meeting as provided in **EXHIBIT C**, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the City, with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval, subject to the following

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conditions: (a) compliance of the City and the Bank with the provisions of Act regarding the issuance of the City Bond and the Bank Bonds; (b) a total amount of Bank Bonds, in one or more series, not to exceed a total aggregate principal amount of Six Million Dollars (\$6,000,000); (c) the Bank Bonds will bear interest at the rates to be provided in the Indenture and shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; (d) approval by the City and the Bank of the Bond Purchase Agreement for the sale of the Bonds evidenced by the execution of the Bond Purchase Agreement; (e) approval by the City of the sale of the City Bond to the Bank evidenced by the City's execution of the City Bond Purchase Agreement; (f) maturity schedule for the Bank Bonds of not to exceed twenty (20) years from its date of issuance; and (g) terms and provisions of the Bank Bonds in compliance with the Act.

SECTION 31. (a) The form of the Preliminary Official Statement as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Preliminary Official Statement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. The Preliminary Official Statement is hereby "deemed final" by the City as described in the Rule. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Official Statement in connection with the Bank Bonds with such changes from the Preliminary Official Statement as he/she may approve. Said Preliminary Official Statement is attached hereto as **EXHIBIT D**.

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

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

SECTION 32. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the City Bond of the City; provided, however, total costs of issuance for said Bank Bonds and the City Bond shall not exceed five (5%) percent of the par amount of the Bank Bonds (excluding Underwriters' discount and any premiums for municipal bond insurance, if applicable).

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SECTION 33. Upon receiving the recommendation of the Municipal Advisor and Bond Counsel, the Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank, to be evidenced by the execution of the Official Proposal and/or Bond Purchase Agreement for the sale of the Bank Bonds.

SECTION 34. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates, which are required in connection with the sale and issuance of the Bank Bonds and the City Bond, including the approval of the final Official Statement in connection with the Bank Bonds. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Bank Bonds to be issued at a later date or in one or more tax-exempt or taxable series, as municipal bond market conditions may dictate.

SECTION 35. Prior to their delivery, the City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of DeSoto County, Mississippi.

SECTION 36. Upon the recommendation of the Municipal Advisor, the Mayor, the Clerk and an Authorized Officer are hereby authorized to apply for, execute and deliver, a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Bank Bonds. Such insurer shall be selected by the Bank and the City following negotiations with perspective insurers by the Municipal Advisor. Any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the City Bond, and the Preliminary Official Statement are to be approved by the City and the Bank, and the execution of the commitment for said municipal bond insurance being conclusive evidence of such approval. Payment of the premiums, if applicable, for such municipal bond insurance out of the proceeds of the Bank Bonds is hereby approved. The Mayor, the Clerk and an Authorized Officer are hereby authorized to execute, if applicable, the commitment for municipal bond insurance on behalf of the Bank and/or the City.

SECTION 37. The Mayor, the Clerk and an Authorized Officer are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond. The Governing Body further authorizes Bond Counsel, City Counsel and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the sale and issuance of the City Bond and the Bank Bonds.

SECTION 38. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary in connection with the City Bond and the Bank Bonds including, but not limited to, the final principal amount of the City Bond and the Bank Bonds, the maturity schedule relating to the City Bond and the

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Bank Bonds, the redemption terms of the City Bond and the Bank Bonds, the dated date and payment dates of the City Bond and the Bank Bonds, the interest rate or rates to be borne by the City Bond and the Bank Bonds, and the price to be paid for the City Bond and the Bank Bonds, subject to the provisions of the Act and this Bond Resolution.

SECTION 39. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 40. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

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

Alderman William Brooks	Voted: YES
Alderman Kristian Kelly	Voted: YES
Alderman Ronnie Hale	Voted: YES
Alderman George Payne	Voted: YES
Alderman Joel Gallagher	Voted: YES
Alderman John David Wheeler	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 resolution adopted, on this the 7th day of November, 2017.

EXHIBIT A

FORM OF THE INDENTURE

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EXHIBIT B

FORM OF CITY BOND PURCHASE AGREEMENT

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

FORM OF MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT

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

CONSIDERATION OF RESOLUTIONS FOR RESTAURANT TOURISM TAX FOR PARKS

Mayor Musselwhite presented this item to the Board.

The Board of Alderman considered two resolutions for renewal of the tourism tax for 10 years. One resolution requires another referendum and the other does not. Also, both resolutions note that the tax will expire after 10 years, unless there is another vote by the City citizens. Don Daniels, Southaven Citizen, approached the Board with concerns in regards to taxing tourists and the people of Southaven for another 10 years. Mayor Musselwhite expressed to Mr. Daniels that there had already been a lot of conversation in regards to the tourism tax. After much discussion among the Mayor and Board of Alderman, the following resolution was passed:

The Mayor and Board of Aldermen ("Governing Body") of the City of Southaven, Mississippi (the "City"), took up the matter of reinstating for ten (10) years the authority for the City to levy and collect an additional one percent sales tax on gross proceeds of restaurants operating within the City from the sales of beverages and prepared food for providing funds to promote Southaven tourism, parks and recreation originally authorized by Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925. After full discussion of the subject, Aldermen Gallagher offered and moved the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI
REQUESTING THE LEGISLATURE OF THE STATE OF
MISSISSIPPI TO REINSTATE FOR TEN (10) YEARS THE
AUTHORITY FOR THE CITY OF SOUTHAVEN,
MISSISSIPPI TO LEVY AND COLLECT A TAX UPON
EVERY PERSON, CORPORATION, OR FIRM OPERATING
A RESTAURANT IN THE CITY AT A RATE NOT TO
EXCEED ONE PERCENT (1%) OF THE GROSS PROCEEDS
FROM THE SALES OF BEVERAGES AND PREPARED
FOOD AT RESTAURANTS TO PROVIDE FUNDS FOR
PROMOTING TOURISM, PARKS AND RECREATION**

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ORIGINALLY AUTHORIZED BY CHAPTER 955, LOCAL AND PRIVATE LAWS OF 2011 AND RE-AUTHORIZED IN 2014 BY SENATE BILL 2925.

WHEREAS, the Governing Body of the City hereby find, determine and declare as follows:

WHEREAS, in 2011, the Mississippi Legislature ("Legislature") passed House Bill 1462, which authorized the City for a period of three (3) years, until July 1, 2014, to levy and collect an additional one percent (1%) tax of the gross proceeds of restaurants operating within the City from the sales of beverages and prepared food for providing funds to promote tourism, parks and recreation in the City; and

WHEREAS, in 2014, the Legislature passed Senate Bill 2925, which extended the one percent (1%) tax as authorized by House Bill 1462 for an additional three (3) years until July 1, 2017; and

WHEREAS, in 2017, the Legislature voted against the re-authorization of the levy and collection of the additional one percent (1%) tax of the gross proceeds of restaurants operating within the City; and

WHEREAS, previously, referendums were held on October 5, 2010, and October 4, 2011, by the City whereby the citizens of the City did approve authorizing the City to levy and collect the additional tax on the gross proceeds of the restaurants within the City; and

WHEREAS, the City has used this tax revenue effectively since initial collections to enhance tourism and expand park and recreational facilities within the City as set forth below:

1. Greenbrook Softball Gift Shop and Cooking Pavilion
2. New Scoreboards for Snowden Grove, Greenbrook, and Cherry Valley
3. BankPlus Amphitheater Stage Enclosure
4. Pine Tar Alley Road Extension at Snowden Grove
5. Senior Center at Snowden Grove
6. Snowden Grove Mini-Stadiums and Bathroom/Concession Additions
7. Tennis Expansion (8 New Courts with Pavilion and Bathrooms)

WHEREAS, once reinstated, the City will use the proceeds from the tax for the continuance of promoting tourism and enhancement and expansion of park facilities within the City; and

WHEREAS, the City's second-to-none park facilities and tourism appeal, along with the City's geographical location, has attracted thousands of citizens from other states to the City's restaurants; thereby, generating tourism funds which benefit not only the City, but also the State of Mississippi; and

WHEREAS, the City's use of the proceeds for the expansion and enhancement of its park facilities and tourism will continue to attract visitors from other states and promote tourism in the City and State of Mississippi and continue to provide revenue dollars to the City and State of Mississippi; and

WHEREAS, the Governing Body of the City request the Legislature to reinstate for ten (10) years the authority for the City to levy and collect a tax upon

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every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants; and

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

SECTION 1. The Governing Body of the City hereby respectfully requests that the Legislature reinstate for ten (10) years the authority for the City to levy and collect a tax upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants to provide funds for the promotion of Southaven tourism, parks and recreation originally authorized by Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925.

SECTION 2. The Governing Body of the City hereby requests the Legislature include in the local and private legislation that upon the expiration of the ten (10) years for collection of the tax, such tax shall expire unless the continuance of the tax is approved by another referendum of the City citizens.

SECTION 3. The Mayor and/or City Clerk is hereby directed to provide a certified copy of this Resolution to the Legislature and the Mayor or his designee is authorized to take any and all actions to effectuate the intent of this Resolution.

Following the reading of the foregoing resolution, Aldermen Brooks 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 Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 7th day of November, 2017.

AUTHORIZATION FOR RENEWAL WITH SHAPIRO UNIFORMS FOR SFD

Roger Thornton, Fire Chief, presented this item to the Board.

Shapiro Uniform was previously approved as the low bid in 2014 for uniform purchases by the Southaven Fire Department. The approval was for one year with

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option to extend for three years. Chief Thornton requested that the approval be extended until March of 2018 for uniform purchases by SFD. Alderman Brooks made the motion to approve the renewal extension. Motion was seconded by Alderman Hale.

RESOLUTIONS FOR FINAL CHANGE ORDERS FOR ELMORE ROAD NORTH AND SOUTH

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

Mr. Cordell stated that the change orders/final contract reflect increases in the amount of \$51,069.04 and \$14,414.34 for Elmore Road South and Elmore Road North, respectively final field quantity adjustment. However, the increases should be below the contingency money that was sent to the State. After hearing from Mr. Cordell, the Board of Alderman considered the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPROVING FINAL CHANGE ORDER FOR ELMORE ROAD NORTH AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Elmore Road North ("Project") whereby Ferrell Paving ("Ferrell") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for changes, via a final change order, to reflect increases for final field quantity adjustment for the Project as more fully set forth in Exhibit A; and

WHEREAS, the increase associated with the change order and is anticipated to be below the contingency funds that were provided to the State of Mississippi as part of the Project; and

WHEREAS, based on the recommendation of the respective engineers, the City desires to proceed with the suggested changes as set forth above and in more detail in Exhibit A and pursuant to Mississippi Code 31-7-13(g) finds that the Final Change Order for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

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

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the

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original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$14,414.34.

2. Contingent upon final approval of Mississippi State Aid, the Mayor is authorized to sign the Change Order and take all actions to effectuate the intent of this Resolution.

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

ORDERED AND DONE, this 7th day of November, 2017.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPROVING FINAL CHANGE ORDER FOR ELMORE ROAD SOUTH AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Elmore Road South ("Project") whereby Ferrell Paving ("Ferrell") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for changes, via a final change order, to reflect increases for final field quantity adjustment for the Project as more fully set forth in Exhibit A; and

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WHEREAS, the increase associated with the change order and is anticipated to be below the contingency funds that were provided to the State of Mississippi as part of the Project; and

WHEREAS, based on the recommendation of the respective engineers, the City desires to proceed with the suggested changes as set forth above and in more detail in Exhibit A and pursuant to Mississippi Code 31-7-13(g) finds that the Final Change Order for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

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

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$51,069.04.

2. Contingent upon final approval of Mississippi State Aid, the Mayor is authorized to sign the Change Order and take all actions to effectuate the intent of this Resolution.

Following a reading of the foregoing resolution, Aldermen Flores made the motion and Alderman 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 Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

ORDERED AND DONE, this 7th day of November, 2017.

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A copy of the change orders are attached to these minutes.

RESOLUTION FOR CHANGE ORDER FOR PHASE I FIRE SERVICE EXTENSION HORN LAKE ROAD

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

Mr. Cordell stated that this change order in the amount of \$136,941.36 is for adjustments for increased quantities for additional fire hydrants and service area modifications due to actual water line infrastructure found in the field, along with additional items for tie-in at both ends of Horn Lake Creek Crossing. After hearing from Mr. Cordell, the Board of Alderman considered the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPROVING CHANGE ORDER NO. 1 FOR PHASE 1 FOR FIRE EXTENSION SERVICE PROJECT ON HORN LAKE ROAD AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Fire Extension Project on Horn Lake Road ("Project") whereby Trey Construction ("Trey") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineer to allow for certain changes to the contract as it relates to adjustments for increased quantities for additional fire hydrants and service area modifications due to actual water line infrastructure found in the field, along with additional items for tie-in at both ends of Horn Lake Creek crossing as more fully set forth in Exhibit A; and

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

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

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a

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new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$136,931.46.

2. The Mayor is authorized to sign the Change Order and take all actions to effectuate the intent of this Resolution.

Following a reading of the foregoing resolution, Aldermen Flores made the motion and Alderman Hale 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 Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

ORDERED AND DONE, this 7th day of November, 2017.

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

PHASE I FIRE SERVICE EXTENSION PAY APPLICATION #2

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

Mr. Cordell explained that this pay application is a part of the change order for the Phase I Fire Service Extension in the amount of \$198,416.99. Alderman Flores made the motion to approve the pay application #2. Motion was seconded by Alderman Kelly.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES

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Alderman Flores

YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7th day of November, 2017.

A copy of the pay application is attached to these minutes.

CBRE PROPOSAL FOR LEASE WITH REGIONS BANK

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

Mr. Manley stated that at the last meeting, the Board approved the proposal to allow for CBRE to begin drafting a lease renewal between the City and Regions for use of a portion of Regions property for parking for the City Court. Since that time, Chris Wilson, City Administrator, had discussions regarding the possible purchase of the property; however, Regions will need time to review any purchase. In the meantime, the City needs the lease to be renewed by January 1, 2018, so a clause has been added to the proposal to note that the City will have right of first refusal on purchase, which allows the City to continue to lease the property (once lease is approved) and work on a potential purchase. Alderman Payne made the motion to approve the CBRE proposal/lease. Motion was seconded by Alderman Kelly. Motion was put to vote and passed unanimously.

A copy of the agreement is attached to these minutes.

CHANGE ORDER #1 CARRIAGE HILLS BIKE / PEDESTRIAN PROJECT

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

Mr. Cordell stated that this change order is for a reduction in grade types in the amount of \$8,452.00. Alderman Kelly made the motion to approve the change order and authorize Mayor Musselwhite to sign the contract supplement. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

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

ACCEPTANCE OF BID – PUBLIC WORKS DEPARTMENT

Bradley Wallace, Public Works Director, presented this item to the Board.

Mr. Wallace stated that after review of submitted bids/information, it is his recommendation to award the bid to Reliable Equipment, LLC as the lowest and best bid for the supply of an excavator and compact track loader. Alderman Brooks made the motion to approve the lowest and best bid in the amount of \$133,173.31 from Reliable Equipment, LLC. Motion was seconded by Alderman Hale. Motion was put to vote and passed unanimously.

A copy of the request to purchase is attached to these minutes.

JULY 4TH CONTRACT – ARGO ENTERTAINMENT

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

Mr. Manley stated that this agreement is with Argo Entertainment for the production of the City's 4th of July celebration. Mr. Manley further explained that it is turnkey and saves the City an estimated \$25,000 from past agreement with Pyrofire. Based on the Agreement, the City pays a \$20,000 sponsorship fee to Argo Entertainment to provide the entertainment and fireworks show. The entertainment will be family friendly and the fireworks show will be the same length as in recent years, except Argo Entertainment will use 6 inch shells (previous provider used 5 inch). There is no admissions charge and no alcohol sales. The event will be family friendly and inflatables will be provided. In addition, Argo has agreed to work with churches that have volunteered with City in previous years. It was noted that the cities of Olive Branch and Horn Lake also contract with Argo. Alderman Flores made the motion to approve the contract with Argo Entertainment and authorize Mayor Musselwhite to sign the agreement. Motion was seconded by Alderman Brooks.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7th day of November, 2017.

A copy of the contract is attached to these minutes.

RESOLUTION TO CLEAN PRIVATE PROPERTY

Mayor Musselwhite introduced the cleaning of property and asked if there were any comments from the Board and there was none. Mayor Musselwhite then asked for any comments from the public. Don Daniels spoke regarding his concerns about the cleaning of property. The Board then considered the following resolution to clean private property:

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: **4301 GENEVIEVE**

Minutes, City of Southaven, Southaven, Mississippi

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

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **November 7, 2017**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, November 7, 2017**, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **4301 GENEVIEVE** is deemed in the existing condition to be a menace to the public health and safety of the community.

BE IT FURTHER RESOLVED that pursuant to Mississippi Code 21-19-11, the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of

Minutes, City of Southaven, Southaven, Mississippi

personal property shall not be subject to the provisions of Mississippi Code Section 21-39-21, and other debris; and draining cesspools and standing water therefrom.

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

ALDERMAN	VOTED
Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 7 day of November, 2017.

CITY OF SOUTHAVEN, MISSISSIPPI

PLANNING AGENDA:

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

Item #1 Application by Radiant Group of Properties, LLC for a C-store and quick service restaurant to be located on the northeast corner of Church Road and Elmore Road

Mrs. Choat-Cook stated that this application is for a final elevation design for a C-store and quick service restaurant located on the northeast corner of Church Road and Elmore. Mrs. Choat-Cook stated that the applicant was asked to make several changes that included building materials and brick color. Mrs. Choat-Cook stated that changes were made and elevations were re-submitted and staff recommends approval. Alderman Flores made the motion to approve the application by Radiant Group of Properties, LLC. Motion was seconded by Alderman Gallagher.

Minutes, City of Southaven, Southaven, Mississippi

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7th day of November, 2017.

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

MAYOR'S REPORT

Veteran's Day Luncheon

Mayor Musselwhite stated that the Veteran's Day Luncheon will be on Friday, November 10 at 11:00 a.m. at the Southaven Arena. Lunch is free for veterans and \$10.00 for guests. Reservations need to be made with Kristi Faulkner.

Starlanding Road Update

Mayor Musselwhite stated that work is underway on Starlanding Road and hopes to have both Starlanding and Church Road overlaid by the end of next week.

Tennis Director Update

Mayor Musselwhite reported that the City of Southaven's Tennis Director, Michael Johnson, was recently named by the Mississippi Tennis Association as Tennis Professional of the Year. Mayor Musselwhite added that with this honor, Mr. Johnson is being considered Tennis Professional of the Year by the United States Tennis Association Southern Section.

CITIZEN'S AGENDA

Don Daniels

Mr. Daniels was present, but stated that he would like to speak at a future meeting.

PERSONNEL DOCKET

Personnel Docket

November 7, 2017

Minutes, City of Southaven, Southaven, Mississippi

Payroll Additions

Name	Position	Department	Start Date	Rate of Pay
Emily Baggett	Crossing Guard PT	Police	11/8/2017	\$9.00
Benjamin McCaleb	Field Service Tech	Utility	11/8/2017	\$12.00

*pending successful completion of
pre-emp screenings

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
Don Barr	Master Sergeant	Lieutenant	11/13/2017	\$25.80
Brad Hylander	Sergeant	Master Sergeant	11/13/2017	\$23.30
Connie Sockwell	Cash Control Supervisor	merit	11/8/2017	\$14.00

Terminations/Resignations

Name	Department	Position	Termination Date	Rate of Pay
Gerald Sweeting	Utility	Plant Operator	11/10/2017	\$21.40

Personnel Docket November 7, 2017

City of Southaven Parks Department

Tournament
Employees

Terminations	Termination Date
Nicholas Allen	412 Grounds 11/07/2017
Elizabeth Barham	412 Concessions 11/07/2017
Gabrielle Battle	412 Concessions 11/07/2017
Mahrion Butler	412 Grounds 11/07/2017
Wesley Caldwell	412 Grounds 11/07/2017
Ethan Chalk	412 Grounds 11/07/2017
John Cooke	412 Grounds 11/07/2017
Jonathon Craft	412 Gates 11/07/2017
Justin Curl	412 Grounds 11/07/2017
Ashley Diehl	412 Gates 11/07/2017
Ian Duggan	412 Concessions 11/07/2017
Gary Farris	412 Gates 11/07/2017
Janice Farris	412 Concessions 11/07/2017
Darren Fiveash	412 Concessions 11/07/2017
Andrew Jay Fletch II	412 Concessions 11/07/2017
Austin George	412 Grounds 11/07/2017
Miller Gorgis	412 Concessions 11/07/2017
Darren Graham	412 Concessions 11/07/2017
Brandon Hagaman	412 Grounds 11/07/2017
Ana-Katherine Hawkins	412 Concessions 11/07/2017
Parker Healy	412 Grounds 11/07/2017
Anna Hicks	412 Concessions 11/07/2017

Minutes, City of Southaven, Southaven, Mississippi

Barrett Holley	412 Grounds	11/07/2017
Brayden Holley	412 Grounds	11/07/2017
Thomas Hughes	412 Concessions	11/07/2017
Brennen James	412 Concessions	11/07/2017
Cynthia Jeanson	412 Gates	11/07/2017
Evan Jones	412 Grounds	11/07/2017
Jackson Jones	412 Grounds	11/07/2017
Igard Laventure	412 Concessions	11/07/2017
Brandon Lawrence	412 Grounds	11/07/2017
Michael Moore Jr.	412 Concessions	11/07/2017
Mike Moore	412 Concessions	11/07/2017
Jacob Morano	412 Grounds	11/07/2017
Dwayne Morris	412 Grounds	11/07/2017
Lane Porter	412 Grounds	11/07/2017
Darien Redmond	412 Grounds	11/07/2017
Carmen Reed	412 Gates	11/07/2017
Murry Rhodes	412 Gates	11/07/2017
Joseph Sanchez	412 Grounds	11/07/2017
Nick Sinquefield	412 Grounds	11/07/2017
Christipher Smith	412 Gates	11/07/2017
Josh Streeter	412 Grounds	11/07/2017
Anna Taylor	412 Concessions	11/07/2017
Gabrielle Taylor	412 Concessions	11/07/2017
Anthony Tuter	412 Concessions	11/07/2017
Cynthia Walker	412 Concessions	11/07/2017
Amber West	412 Concessions	11/07/2017
Bryson West	412 Concessions	11/07/2017
Tatum Wilson	412 Gates	11/07/2017
Tony Wilson	412 Gates	11/07/2017
Daniel Wright	412 Gates	11/07/2017

Alderman Brooks made the motion to approve the Personnel Docket of November 7, 2017 as presented to this Board. Motion was seconded by Alderman Kelly. The motion was put to vote and passed unanimously.

CITY ATTORNEY'S LEGAL UPDATE

Integrated Wireless Agreement

Mr. Manley stated that this will allow the Public Works Department to use old radios from the Police Department for their communications and enter into a one year agreement with Integrated Wireless in the amount of \$390.00 per month. Alderman Payne made the motion to approve the contract and authorize Bradley Wallace to sign the agreement. Motion was seconded by Alderman Brooks.

Roll call was as follows:

ALDERMAN

VOTED

Alderman Brooks

YES

Minutes, City of Southaven, Southaven, Mississippi

Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7th day of November, 2017.

A copy of the agreement is attached to these minutes.

CLAIMS DOCKET

A motion was made by Alderman Payne to approve the Claims Docket of November 7, 2017 in the amount of \$4,213,842.86. Motion was seconded by Alderman Flores.

Excluding voucher numbers:

290387, 290388, 290389, 290390, 290391, 290392, 291198

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 7th day of November, 2017.

EXECUTIVE SESSION

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

The Mayor and Board noted their discussion in Executive Session regarding the pending case of SUNTRUST BANK, TRUSTEE UNDER WILL OF J. B. SNOWDEN, BOB WHITE LAND, LLC, BOB WHITE FARMS, LLC, R. T. A. PROPERTIES, LLC, THT III PROPERTIES, LLC, BST PROPERTIES, LLC, and RCT PROPERTIES, LLC v. CITY OF SOUTHAVEN, MISSISSIPPI as it relates to possible settlement. Based on the discussion and the agreement of both parties, a motion was made by Alderman Flores to authorize Nick Manley to sign the Agreed Stipulation and Order of Dismissal of the case. The Motion was seconded by Alderman Brooks. The Mayor called for a roll call vote:

Minutes, City of Southaven, Southaven, Mississippi

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7th day of November, 2017.

The Mayor and Board noted their discussion in Executive Session as it relates to potential leasing of City property and based on the discussion, it was noted that Green Machine made a counter-offer instead of accepting of any offers from the City; thus, a motion was made by Alderman Flores to reject the counter-offer by Green Machine Enterprises, Inc. as presented to the City by its attorney on November 6, 2017, via e-mail, for the lease of the BankPlus Amphitheater and to allow the Mayor to negotiate with other entities for a potential lease of the BankPlus Amphitheater in accordance with Mississippi Code Section 57-7-1. The Motion was seconded by Alderman Kelly. The Mayor called for a roll call vote:

Roll call was as follows:

ALDERMAN	VOTED
Alderman Brooks	YES
Alderman Kelly	YES
Alderman Hale	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7th day of November, 2017.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Brooks to adjourn. Motion was seconded by Alderman Hale. Motion was put to a vote and passed unanimously, October 17, 2017 at 8:50 p.m.

Darren Musselwhite,
Mayor

Andrea Mullen,
City Clerk
(Seal)

Minutes, City of Southaven, Southaven, Mississippi

Urban ARCH architecture

October 21, 2017

Mayor Darren Musselwhite
City Of Southaven
8710 Northwest Drive
Southaven, Mississippi 38671

Proposal/Agreement for: MONUMENT SIGNAGE DESIGN

Thank you for the opportunity to provide design services for your city monument sign prototypes. I am confident that we can be an asset to the success of your project. As I mentioned, we have experience of this type and we are excited about the possibility of working in this capacity for the City.

In this proposal, UrbanARCH offers to provide the following:

- Architectural Design and Drawings for 3 prototypical exterior monument signs as detailed below. Our understanding of your project is that it will consist of generating all architectural drawings necessary for full architectural design plus permitting and construction drawings.

Scope of Services: Exterior/Roadside Monument Signage

UrbanArch (Architect) shall provide the following to the City of Southaven:

- i. Create and develop 3-dimensional computer-generated concepts for Outdoor Monument Signage Concepts for City and/or District Identification purposes.
- ii. The signage types are anticipated to be of masonry, limestone, and/or precast-concrete materials and may also incorporate iron or metal accents.
- iii. The Design effort will involve working with the City administration to evaluate different potential concepts and the potential site locations. Once concept direction is chosen, UrbanARCH will provide a cost estimate of the proposed structure. The Architect's construction cost estimate of the cost of the work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect may provide such services as an Additional Service.
- iv. Provide construction documentation, details, and specifications for permitting, and project implementation.
- v. The Architect shall be responsible for retaining the services of a licensed engineer within the scope of their contract for Structural Engineering: for Structural foundation and sign reinforcing design.
- vi. Electrical Engineering: for site lighting plan.
- vii. Engineering: Provide construction documentation, details and specifications for permitting, and project implementation.

Minutes, City of Southaven, Southaven, Mississippi

Southaven_Monument_Signage_Proposal continued

- viii. Assist Owner with bid, contractor selection and bid review.
- a. Provide construction administration services for construction of one sign or one of each sign type concurrently:
- Processing of RFI's.
 - Review of relevant shop drawings.
 - Pay Application review
 - 1 site visit per month during construction (construction time estimate: 3 months)
 - One final project walk-thru and punch list coordination.

Compensation:

Architectural/Engineering Fee:

This work effort shall be completed for a lump sum of \$19,000.00 (Nineteen-Thousand Dollars) in fees, including reimbursable expenses.

Additional Services

In the event UrbanARCH is asked to provide services that are not included in the agreed upon scope of work, the following hourly rate schedule applies: (also, additional services may be negotiated on a select task lump sum). Hourly Rates for approved additional services if necessary (to be pre-authorized) are as follows: Principal - \$145.00 / Project Manager - \$110.00 / Technical - \$85.00

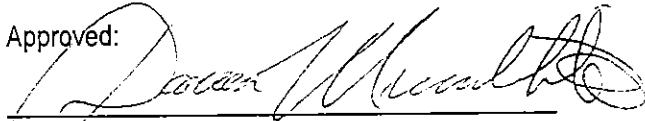
Services not included

- I. Site Survey. (It is anticipated that the Owner will retain a survey via separate agreement).
- II. Civil Engineering (anticipated to be contracted separately by Owner, if needed)
- III. Landscape Design. (anticipated to be contracted separately by Owner, if needed)

Conclusion:

If this letter represents a satisfactory basis of our agreement, please return a signed copy to our office at 498 South Main Street, Memphis TN 38103. This will serve as our notice to proceed. We are prepared to begin immediately. Again, I look forward to working with you on this exciting project. If you need any further information or clarification, please do not hesitate to call.

Approved:



Mayor Darren Musselwhite, City of Southaven

Date

11/7/17



Brian Bullard, AIA – UrbanARCH Associates PC

Date: 10-21-2017

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND 2018 BUDGET

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of amending the 2018 City Budget.

WHEREAS, pursuant to Miss. Code 21-35-25, the City desires to amend its 2018 budget;
and

WHEREAS, the City's actual collections and anticipated revenues will exceed the estimates; thus, the City desires to revise and increase the budget appropriation of such funds as set forth in Exhibit A; and

WHEREAS, the transfer from fund to fund, or from item to item, will not result in the expenditure of any money for a purpose different from that which was budgeted or collected; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Board approves the budget amendment as set forth in Exhibit A and authorizes the Mayor or CAO or their designee to take any and all actions for such amendment.
2. If required, the City is authorized to publish within two (2) weeks of this action in the same manner as the final adopted budget. This publication shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice.
3. The Mayor or CAO or their designee are authorized to take all actions to further the effectuate the intent of this Resolution.

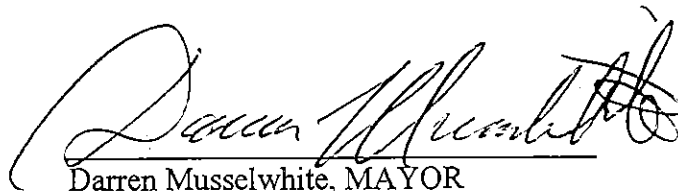
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Minutes, City of Southaven, Southaven, Mississippi

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John David Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 7th day of November, 2017.


Darren Musselwhite, MAYOR

ATTEST:


Andrea Mullen, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

JAN 2017
CIGNA BILLING

CODE	DESCRIPTION	BUDGET	AMENDMENT	AMENDMENT AMOUNT
0010 560 400	Tree Bank	\$ -	\$ (33,000)	\$ (33,000)
902 620 900	Tree Bank	\$ -	\$ 33,000	\$ 33,000

\$ -

Minutes, City of Southaven, Southaven, Mississippi

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

WHEREAS, the City of Southaven ("City") Police Department is presently in possession of radio equipment ("Equipment"), as set forth in Exhibit A, which is no longer useable with the City's current system and the light bars are no longer in use and is not needed by the City Police Department; and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the Equipment 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 Equipment, which has no value, as set forth in Exhibit A, shall be surplused according to Mississippi Code 17-25-25(5); and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of the Equipment, 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 Equipment be hereby declared as surplus property pursuant to Mississippi Code 17-25-25(5).
2. The City Police Chief, or his designee, is hereby authorized and directed to any and all actions to effectuate the intent of this Resolution.

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES

Minutes, City of Southaven, Southaven, Mississippi

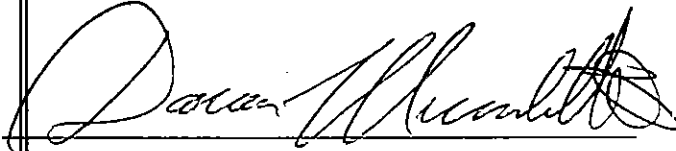
Alderman John Wheeler

voted: YES

Alderman Raymond Flores

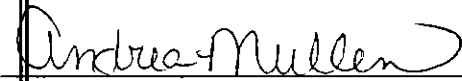
voted: YES

RESOLVED AND DONE, this 7th day of November, 2017.



Darren Musselwhite, MAYOR

ATTEST:



CITY CLERK



EXHIBIT A

Minutes, City of Southaven, Southaven, Mississippi

Southaven Police Department



STEVEN E. PIRTLE
Chief of Police

WILLIAM M. ANDERSON
Deputy Chief of Police

MISSISSIPPI

To: Honorable Mayor Musselwhite and Board of Alderman
From: Deputy Chief Matt Anderson
Date: October 19, 2017
RE: Surplus Property Request

Honorable Mayor and Board,

I request the following items be declared surplus property, so they may be deleted from our assets and disposed of according to state law. The radios are not compatible with our current system, and the light bars are no longer in use.

Asset #1851	Motorola LCS 2000 Radio	Serial # 760SAW0266
Asset #1852	Motorola LCS 2000 Radio	Serial # 760SAW0274
Asset #1854	Motorola LCS 2000 Radio	Serial # 760SAW3900
Asset #1855	Motorola LCS 2000 Radio	Serial # 760SBS0807
Asset #1866	Motorola LCS 2000 Radio	Serial # 760SBS0800
Asset #1868	Motorola LCS 2000 Radio	Serial # 760SBS0803
Asset #1871	Motorola LCS 2000 Radio	Serial # 760SBS0793
Asset #1875	Motorola LCS 2000 Radio	Serial # 760SBS0806
Asset #3452	2007 Fed Signal Light Bar	Serial # Unknown
Asset #3453	2007 Fed Signal Light Bar	Serial # Unknown
Asset #3454	2007 Fed Signal Light Bar	Serial # Unknown
Asset #3456	2007 Fed Signal Light Bar	Serial # Unknown
Asset #3457	2007 Fed Signal Light Bar	Serial # Unknown
Asset #3458	2007 Fed Signal Light Bar	Serial # Unknown
Asset #3459	2007 Fed Signal Light Bar	Serial # Unknown
Asset #3460	2007 Fed Signal Light Bar	Serial # Unknown
Asset #3735	2008 Fed Signal Light Bar	Serial # Unknown
Asset #3736	2008 Fed Signal Light Bar	Serial # Unknown
Asset #3737	2008 Fed Signal Light Bar	Serial # Unknown
Asset #3738	2008 Fed Signal Light Bar	Serial # Unknown
Asset #3739	2008 Fed Signal Light Bar	Serial # Unknown
Asset #3740	2008 Fed Signal Light Bar	Serial # Unknown

8691 Northwest Drive • Southaven, Mississippi 38671 • (662) 393-8652 • Fax (662) 280-4718

Minutes, City of Southaven, Southaven, Mississippi

Asset #3741	2008 Fed Signal Light Bar	Serial # Unknown
Asset #3742	2008 Fed Signal Light Bar	Serial # Unknown
Asset #3743	2008 Fed Signal Light Bar	Serial # Unknown
Asset #3744	2008 Fed Signal Light Bar	Serial # Unknown
Asset #3745	2008 Fed Signal Light Bar	Serial # Unknown

Thank you for your consideration.

Respectfully,



W. Matt Anderson
Deputy Chief of Police

Minutes, City of Southaven, Southaven, Mississippi

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.

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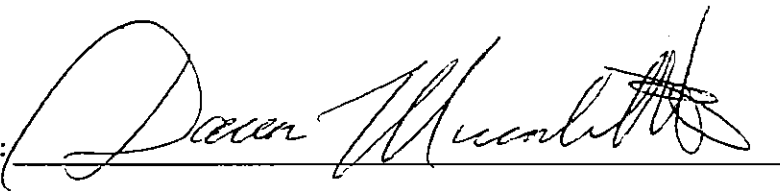
Minutes, City of Southaven, Southaven, Mississippi

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

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	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 7th day of November, 2017.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 
DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



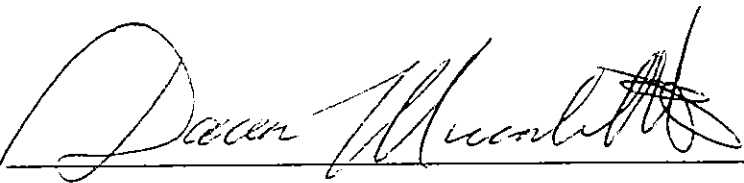
Minutes, City of Southaven, Southaven, Mississippi

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

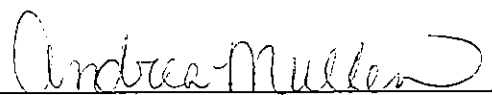
Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 7th day of November, 2017.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 
DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi



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: 10/31/17
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

City of Southaven – The Top of Mississippi

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CLINICAL AFFILIATION AGREEMENT BETWEEN NORTHWEST MISSISSIPPI COMMUNITY COLLEGE AND CITY OF SOUTHAVEN EMERGENCY MEDICAL SERVICE

This Agreement by and between Northwest Mississippi Community College hereinafter referred to as "NWMCC" and CITY OF SOUTHAVEN EMS hereinafter referred to as "Affiliate".

WITNESSETH

WHEREAS, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of NWMCC the parties have agreed to the terms and provisions set forth below:

PURPOSE - The Purpose of this agreement shall be to provide clinical experience to students enrolled in the Emergency Medical Technology Program in NWMCC which includes Emergency Medical Technology Basic and Paramedic.

- A. Consideration for this agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
- B. The clinical experience shall be provided at the Affiliate's facility located in City of Southaven, MS. hereinafter referred to as "Facility".
- C. The specific experiences to be provided students are described as follows:
 - 1. The Affiliate will provide the student the opportunity to perform patient care under the supervision of a Paramedic.
 - 2. The Director of the program and program faculty reserve the right to visit the Facility to observe the student's activities.
 - 3. NWMCC will send written objectives of the clinical experiences.
 - 4. The Affiliate will provide clinical experiences in selected departments of the Affiliate.

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5. The Director or faculty will be available for consultations regarding students when requested by the Affiliate.

II. TERMS AND CONDITIONS - Pursuant to the above-stated purpose, the parties agree as follows:

- A. Term - the term of this agreement shall be four (4) years commencing on ~~October 25, 2017~~ November 7, 2017.

Either party may terminate this agreement upon giving thirty - (30) - days written notice to the other party. Such termination shall have no effect on students currently receiving clinical experience.

This agreement may be renewed with approval of all parties concerned.

- B. Placement of Students - NWMCC will place no more than one student per rotation at the facility in each semester. NWMCC shall notify the Facility at least 30 days prior to the beginning of each academic term of the number of students it desires to place at the Facility for such term.

NWMCC shall provide the Affiliate Coordinator the following information:

1. Names of students participating in the clinical education program.
 2. The preferred dates (with alternatives) when students will be available. The schedule will be developed in cooperation with the NWMCC Director and instructors and the Affiliate Coordinator.
- C. Discipline - While enrolled in clinical experience at the Facility, students will be subject to applicable policies of NWMCC and the Affiliate. Each party will be responsible for enforcing all applicable policies including that of the other party.

Students shall be dismissed from participation in the clinical experience only after the appropriate disciplinary policies and procedures of NWMCC have been followed; however, the Affiliate may immediately remove from the premises any student who poses an immediate threat or danger.

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D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party:

1. NWMCC shall be responsible for the selection of students to be placed at the Facility.
2. The Affiliate shall provide orientation to the Facility for students beginning clinical experience.
3. The Affiliate shall be responsible for scheduling training activities for the students.
4. The Affiliate shall be responsible for supervising students at all times while present at the Facility for clinical experience.
5. The Affiliate shall evaluate the performance of individual students as appropriate.
6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students at all times.
7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected to nor allowed to perform services in lieu of staff employees.
8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
9. The Affiliate shall meet all accreditation requirements and certify such compliance to NWMCC or other entity requested by NWMCC. The Affiliate shall also permit authorities responsible for accreditation of NWMCC's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
10. NWMCC shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.

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11. NWMCC shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
12. NWMCC shall require written evidence of professional liability insurance coverage from individual students (and faculty, if applicable) participating in the experience. The minimum amount of coverage per individual shall be \$1,000,000/\$3,000,000. The coverage shall extend through the term of the student's participation.

E. Mutual Responsibilities - The parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations, which are applicable to the performance of this agreement.
2. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or NWMCC.
3. Any courtesy appointments to faculty or staff by either NWMCC or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.
4. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Rehabilitation Act of 1973, Executive Order 11,246 and related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, veteran status, handicap or national origin.

The parties also agree to take affirmative action to ensure that applications are employed and that employees are treated during the employment without regard to their race, religion, creed, color, sex, age, handicap or national origins. Such action shall include, but not be limited by the following:

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Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applications for employment.

F. HIPPA

1. Current federal law, specifically Sections 1173 and 1175 of the Social Security Act (the Health Insurance Portability and Accountability Act of 1996) and 45 CFR Parts 142, 160 and 164 arising from that act and commonly referenced as the "Security and Electronic Signature Standards" and the "Standards for Privacy of Protected Health Information" (hereinafter referred to as HIPPA"), establish enforceable privacy regulations governing the use and disclosure of certain medical information. The Affiliate maintains and transfers patient information in a manner that brings it within the scope of these laws. Because of HIPPA, NWMCC and the Affiliate are required to ensure that persons having access to protected health information comply with certain provisions of the law and are further required to enforce compliance. Accordingly, NWMCC understands agrees that the students will sign a confidentiality agreement, as defined in the regulations, prior to any student beginning or participating in any clinical experience. NWMCC agrees to cooperate with the Affiliate in all respects to maintain these laws.
2. NWCC agrees to refrain from using or disclosing Protected Health Information other than as permitted by this agreement or as required by law. This shall include holding Protected Health Information in strict confidence and not discussing, transmitting, or disclosing such Protected Health Information for any purposes other than as permitted by this agreement and only after securing either proper authorization or consent as required by law, if such authorization or consent is necessary. NWMCC further agrees not to use or disclose Protected Health information that would violate HIPPA regulations if NWMCC were a covered entity, even if the information was placed into NWMCC's possession through authorized means.

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3. NWMCC agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information in any manner other than as provided in the contract. NWMCC further agrees to take appropriate actions with each of NWMCC's students, faculty, and representatives who may have access to Protected Health Information to keep such information confidential and abide by the same restrictions, conditions and covenants contained in this agreement and further abide by all applicable laws, rules, regulations and advice.

H. Criminal Background Checks

1. NWMCC shall notify potential students with regards to the requirements that any enrolled student in the EMT/Paramedic program at NWMCC, doing business with facilities licensed by the Mississippi State Department of Health on a contractual basis will provide a Healthcare Criminal History Background Affidavit notarized by a Notary Public that he/she does not have a criminal history.
2. That the affiant has not been convicted of or pleaded guilty or nolo contendere to a felony of possession or sale of drugs, murder, manslaughter, armed robbery, rape, sexual battery, sex offense listed in Section 45-33-23(f), Mississippi Code of 1972, child abuse, arson, grand larceny, burglary, gratification of lust, aggravated assault, or felonious abuse and/or battery of a vulnerable adult.
3. That the affiant has not been convicted of or pleaded guilty or nolo contendere to other crimes which his/her employer (1) has determined to be of a nature and/or frequency as to be disqualifying for employment; (2) has adopted such as part of its written policies; and (3) has fully disclosed of such to the affiant prior to his/her requirement during his/her employment, in addition to this affidavit.

I. Miscellaneous Terms – The following terms shall apply in the interpretation and performance of this agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of

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those within its control. Should a student need medical attention necessary during the clinical rotation each student will be responsible for said medical expenses.

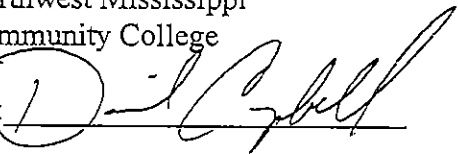
- 2. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.
- 3. This agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- 4. Any and all claims against NWMCC for personal injury and/or property damage resulting from the negligence of NWMCC in performing any responsibility specifically required under the terms of this agreement shall be submitted to:

Northwest Mississippi Community College
Paramedic Program
4975 Highway 51 North
P.O. Box 7020
Senatobia, Mississippi 38668

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

Northwest Mississippi
Community College

By:



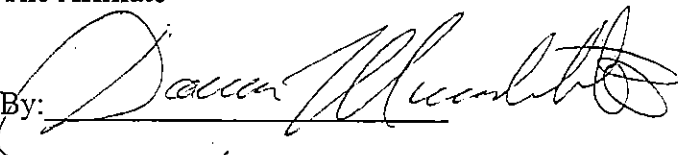
Title: Career Technical Education Dean

Date:

10/25/17

The Affiliate

By:



Title:

Mayor

Date:

11/7/17

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AFFILIATION AGREEMENT

Purpose: to provide clinical education, practice and learning experiences for () Practical Nursing Students, () Associate Degree Nursing Students, (x) **Paramedic Students**, () Polysomnography students, () Nursing Assistant Short Term Students, () Phlebotomy Short-Term Students, () EKG Short Term Students, and (x) **EMT Short-Term Students**

AGREEMENT

On this day, November 7, 2017 it is mutually agreed between the Coahoma Community College Health Science Program (herein after referred to as the "College"), and the *CIRE DEPARTMENT/EMS, City of Southaven, MS* (herein after referred to as "Agency"), hereby mutually and formally agree to the following:

I. MUTUAL RESPONSIBILITIES AND/OR RIGHTS OF THE PARTIES

- A. The agency and the School agree that students enrolled in the School programs may use various departments of the agency during their clinical experience.
- B. The parties shall mutually determine the days and hours students are allowed to participate in clinical experiences.
- C. It is specifically agreed that the parties shall mutually determine how supervision and instruction shall be provided for students during clinical experiences.
- D. No member of the group represented by either party shall be discriminated against on the basis of race, color, sex, disability, age or other factors prohibited by law.
- E. If either party desires to terminate this agreement, they shall serve a thirty (30) day written notice thereof on the other party. Both parties can serve a written notice of non-renewal up to one year in advance.
- F. In the event of termination, it shall not become effective as to the students already enrolled and participating in the program until they have had the opportunity to complete their respective courses during the contract period.

II. SPECIFIC RESPONSIBILITIES AND/OR RIGHTS OF COLLEGE

- A. Follow appropriate channels of communication in planning experiences with the Agency.
- B. Provide the Agency in writing prior to beginning of the clinical experience the following:

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1. Objectives for the learning experience
2. Types of activities in which the students will participate
3. Educational level of students
4. Names and the number of students participating
5. A schedule for the educational experience

- C. Retain the responsibility of the student's actions by assigning appropriate college faculty/preceptor to supervise students on all assignments.
- D. Assure that students conduct themselves in conformity with existing policies, rules, and regulations of the Agency, and take appropriate action when necessary.
- E. Assure students participating in clinical learning experiences comply with the requirements and administrative policies of the Agency, including the Health Insurance Portability and Accountability (HIPAA) Act of 1996 regarding privacy and confidentiality and to the terms set forth in Section 43-11-13(5)(a)(iii) of the Mississippi Code regarding criminal background checks.
- F. The administration of the program, the supervision of the students, and the general supervision of the instructors in the program shall be the responsibility of and under the control of Colleges' Directors of Health Science Programs.
- G. Maintain personal professional liability insurance on all students and instructors during clinical rotation.
- H. Maintain a record of the students' required health immunizations, drug screens, and health examination which notes that students are in satisfactory health for the activities they perform.

III. RESPONSIBILITY OF THE STUDENT(S) AS REQUIRED BY THE COLLEGE

- A. Abide by existing policies, rules, and regulations of the college when engaged in nursing and caring for patients in the Agency.
- B. Assume responsibility for personal illness or accident.
- C. Wear school uniform or appropriate laboratory coat with personal identification visible during the clinical experience.
- D. Maintain professional appearance and conduct during clinical experience.
- E. Provide for own transportation to and from the clinical area.
- F. Provide for own meals during the clinical experience.

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IV. SPECIFIC RESPONSIBILITIES OF AGENCY

- A. Provide adequate conference room space for pre- and post-conferences and for the use of any available instructional materials when applicable.
- B. Provide the students with available clinical facilities of the institution during the contract period.
- C. Allow the students and instructors to use the cafeteria facilities, if available, in the agency at employee cost.
- D. Provide an opportunity for the faculty of Health Science Programs to remain competent and aware of changes with the facilities and procedures of the hospital and the nursing service department.
- E. Provide and maintain insofar as possible, qualified personnel in those divisions in which students are placed, recognizing that the student is present primarily as a learner.
- F. For the College Health Science Programs, be willing to designate insofar as possible qualified paramedics for the Emergency Medical Technician and Associate Degree Paramedic Program or other qualified staff, in those clinical divisions with limited numbers of patients, as preceptors recognizing the need for diversified learning experiences in the evolving health care system.
- G. Provide access to resource materials related to patient care.
- H. Provide mutually agreed upon terms for orientation.
- I. The Agency remains in control of the care that is rendered to the patients and the consideration given to their families.
- J. Participate in conferences with faculty as deemed necessary and desirable concerning the nursing program.

V. Should either party to the Agreement wish to alter or terminate the Cooperative Agreement, it is understood that notice of 30 days or more shall be given. This time is required to guarantee to each student enrolled at this time that he/she will have the opportunity to complete the full program.

VI. This agreement shall be effective for one year when executed by both parties and will remain in effect until terminated by either party provided there is thirty (30 days) written notice. It is understood and agreed that the parties hereto may revise and modify this Contract through mutual consent by written amendment.

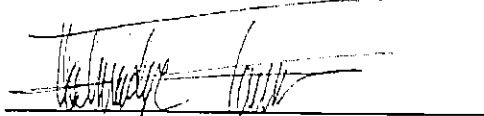
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- VII. The College shall not be liable under any contract obligation of the Agency, except as provided pursuant to this agreement, or for any act of omission of the Agency, officers, employees, or agents. The Agency shall not be liable under any contract obligations of the College except as provided pursuant to this agreement, or for any act of omission of the College or the College's officers, employees, or agents.

It is understood that both parties to this agreement are independent contractors and engage in the operation of their own respective businesses. Neither party is, or is to be considered as, the agent of the other party for any purpose whatsoever. Neither party has authority to enter into contract or assume any obligation for the other party or make any warranties or representations on behalf of the other party. Nothing in this agreement shall be construed to establish a relationship of co-partners or joint ventures between the two parties.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates written

SIGNED



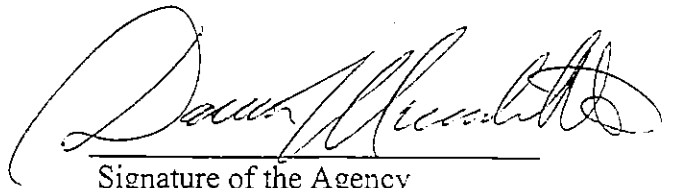
Signature of the President
Coahoma Community College

Edmudge Tower
Print Name

Beverly Overton
Signature of Dean of Health Sciences

BEVERLY OVERTON
Print Name

10/25/2017
Date Approved



Signature of the Agency

Darren Mussewhite
Print Name

11/7/17
Date Approved

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TANK PRO, INC.

Maintenance Contract

Managing Company is basing the premium herein on actual facts. The future surface preparation of the exterior is unknown. History has shown that top coating existing paint in a timely manner provides extended service life and prevents costly sandblasting. Managing Company will paint the exterior of the tank as per the specification in the proposal.

Managing Company agrees to paint the tank exteriors as specified above, providing the Owner will permit modifications to this agreement, if at any time coating application is delayed due to complication in the water system, modifications will only be applicable if the work schedule is delayed over one (1) year and if it is determined existing paint cannot be top coated due to poor conditions resulting from the work delay.

Owner agrees to make payment to the Managing Company the sum of \$(See Yearly Premium Schedule) per year for tank maintenance services specified herein, including addenda. Each payment is due See Special Conditions of each year.

Managing Company will submit to the Owner, prior to the start of any work, certificates of insurance.

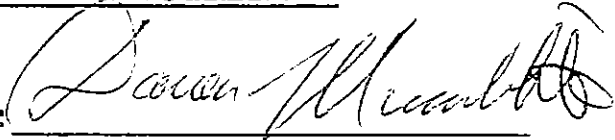
Maintenance premiums provided herein are based on previous and current market conditions and environmental requirements. If State or Federal government imposes new regulations that affect job cost, the Managing Company will provide proof to the Owner and the Contract will be adjusted based upon cost increase. Each tank under contract is subject to an annual fuel charge if fuel increases more than 3% per year.

If the Owner desires to cancel this Contract, the Managing Company must be afforded an opportunity to attend a Board of Directors meeting to discuss such an action. This Contract shall be effective on January 1, 2018 until December 31, 2019. After December 31, 2019, the Owner may cancel the contract by providing ninety days notice of cancellation prior to December 31 of the then current year. In the event, notice is not provided by the Owner, the contract will automatically renew for an additional year. In the event an interior and exterior renovation is done earlier than listed on the work schedule this could create a situation where the Company has performed more service compared to the premium received. If the owner decides to cancel this contract and the Company is owed additional premium the Company will submit a cash flow statement to identify the extra payment that is due upon cancellation.

This contract does not include the cost of Exterior pressure washing to remove mildew see pricing in proposal, Water Sampling, Interior Sandblasting, LEAD Abatement Procedures, the Interior Dry of a Hydropillar, Sphere, or Composite Water Tower unless specified in the proposal, Disposal of any Hazardous Waste Materials, Electrical work relating to lighting, Tank Level Controls, Cathodic Protection, Air Relief Valves, replacing interior overflow pipes, mixing systems and Pumps. The Specification for Interior and Exterior work is attached to contracts. The company is accepting these water storage tanks under this agreement based on the current surroundings, existing structure, components and location. Any modifications to the water storage tanks, including antenna installations and changes to the surroundings especially real estate development shall be cause for modifications of this agreement.

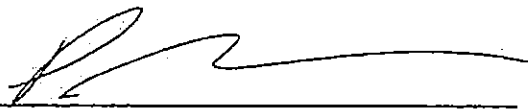
CITY OF SOUTHAVEN

TANK PRO, INC.



Authorized Signer

BY:



Phillip Stearman, President

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TANK PRO, INC.

Maintenance Contract

Special Conditions and Specifications

The Proposal submitted in August of 2017 consisting of work schedules, premiums and specifications is an integral part of this contract. The preventative maintenance and keeping tanks rust free will begin following the first major renovation or first rust free renovation.

Following interior coating repair work or the complete interior renovation, the owner must allow for proper cure time of the applied coatings. Filling the tank early will damage the coating and/or allow solvents to leach into the water supply. Any cost associated with repairing the damaged coating due to early filling of the tank will be absorbed by the owner and billed as lump sum payment following the repair work. To avoid the unnecessary cost, the owner must have written approval from Tank Pro, Inc prior to filling the tank after any repair work or complete renovation.

This contract can be cancelled in any given year per the terms of the contract on page two (2). When all the work has been completed on the work schedule in the proposal on pages 17-21, a new work schedule will be submitted. All work schedules are provided for informational purposes only so the City of Southaven knows what future work is scheduled.

The Managing Company agrees to conduct its activities so as not to endanger any person and to indemnify, defend and save harmless the Owner and Owner's agents, employees, directors, contractors, and officials against any and all claims, costs or expenses, loss, injury, death, or damage to persons or property, including claims of employees of the Managing Company, or Managing Company's contractors, independent contractors, or subcontractors arising out of the negligence, acts, or failures to act by the Managing Company, its contractors, independent contractors, subcontractors, agents, members, invitees, or guests.

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The Managing Company is on notice that the Owner is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. Notice is given that the Owner will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for. In executing the enclosed contract, the Owner does not waive any rights it may have to object to, contest, or refuse to comply with any provision of the contract that is impermissible by operations of the laws of the State of Mississippi.

PLEASE CIRCLE THE METHOD OF PAYMENT YOU WOULD LIKE FOR
THIS CONTRACT: STARTING IN YEAR 2018

ANNUAL

MONTHLY

BI-ANNUAL

QUARTERLY

YEAR 11	TANK	SIZE/TYPE	INTERIOR WET RENOVATION	SCOPE OF WORK	
	GETWELL	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE		\$21,184
	AIRWAYS	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE		\$21,184
	BROOKHAVEN	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE		\$21,184
	FREEPORT	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE		\$21,184
	GETWELL	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE		\$21,184
	GREENBROOK	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE		\$31,682
	STAR LANDING	750,000/HYDRO	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE		\$30,102
	COLLEGE RD	1MG/HYDRO	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE		\$34,574
	RUTLAND POINTE	1MG/HYDRO	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE		
				YEAR ELEVEN COST	\$202,278
				TOTAL COST YEARS 1-11	\$1,911,308

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[illegible]

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YEAR 5		SIZE/TYPE	SCOPE OF WORK	
YEAR 5	TANK		EXTERIOR RENOVATION	
	AIRWAYS	500,000/ELE	EXTERIOR RENOVATION	
	BROOKHAVEN	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$17,348
	AIRWAYS	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$17,348
	BROOKHAVEN	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$17,348
	FREEPORT	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$17,348
	GETWELL	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$25,946
	GREENBROOK	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$24,654
	STAR LANDING	750,000/HYDRO	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$28,316
	COLLEGE RD	1MG/HYDRO	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	
YEAR FIVE COST				\$165,656
YEAR 6	TANK		SCOPE OF WORK	
	STAR LANDING	750,000/HYDRO	INTERIOR WET RENOVATION	
	RUTLAND POINTE	1MG/HYDRO	INTERIOR WET RENOVATION	\$17,348
	AIRWAYS	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$17,348
	BROOKHAVEN	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$17,348
	FREEPORT	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$17,348
	GETWELL	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$17,348
	GREENBROOK	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$28,672
	STAR LANDING	750,000/HYDRO	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$24,654
	COLLEGE RD	1MG/HYDRO	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$31,288
YEAR SIX COST				\$171,354
YEAR 7	TANK		SCOPE OF WORK	
	COLLEGE RD	1 MG/HYDRO	EXTERIOR RENOVATION	\$19,172
	AIRWAYS	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$19,172
	BROOKHAVEN	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$19,172
	FREEPORT	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$19,172
	GETWELL	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$19,172
	GREENBROOK	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$28,672
	STAR LANDING	750,000/HYDRO	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$27,242
	COLLEGE RD	1MG/HYDRO	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	\$31,288
	RUTLAND POINTE	1MG/HYDRO	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE	
YEAR SEVEN COST				\$183,062

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SCOPE OF WORK			
YEAR 8	TANK	SIZE/TYPE	
	BROOKHAVEN	500,000/ELE	INTERIOR WET RENOVATION
	AIRWAYS	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	BROOKHAVEN	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	FREPORT	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	GETWELL	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	GREENBROOK	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	STAR LANDING	750,000/HYDRO	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	COLLEGE RD	1MG/HYDRO	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	RUTLAND POINTE	1MG/HYDRO	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
			YEAR EIGHT COST
			\$183,062
YEAR 9	TANK	SIZE/TYPE	
	AIRWAYS	500,000/ELE	INTERIOR WET RENOVATION
	AIRWAYS	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	BROOKHAVEN	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	FREPORT	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	GETWELL	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	GREENBROOK	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	STAR LANDING	750,000/HYDRO	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	COLLEGE RD	1MG/HYDRO	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	RUTLAND POINTE	1MG/HYDRO	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
			YEAR NINE COST
			\$183,062
YEAR 10	TANK	SIZE/TYPE	
	GREENBROOK	500,000/ELE	INTERIOR WET RENOVATION
	COLLEGE RD	1 MG/HYDRO	INTERIOR WET RENOVATION
	AIRWAYS	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	BROOKHAVEN	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	FREPORT	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	GETWELL	500,000/ELE	VISUAL INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	GREENBROOK	500,000/ELE	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	STAR LANDING	750,000/HYDRO	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	COLLEGE RD	1MG/HYDRO	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
	RUTLAND POINTE	1MG/HYDRO	WASHOUT INSPECTION, REPORTS & PHOTOS, PREVENTIVE MAINTENANCE
			YEAR TEN COST
			\$202,278

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RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2017, OF THE CITY OF SOUTHAVEN, MISSISSIPPI (THE "CITY"), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION DOLLARS (\$6,000,000); PRESCRIBING THE FORM AND DETAILS OF SAID BOND; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION WITH SAID BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF SAID BOND TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DELIVERY OF, AS APPLICABLE, AN INDENTURE OF TRUST, THE MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, THE CITY BOND PURCHASE AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING AND DIRECTING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION DOLLARS (\$6,000,000); AND FOR RELATED PURPOSES.

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

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

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

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

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

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

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

"Bank Bonds" shall mean the not to exceed \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project), authorized to be issued by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

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

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

"Business Day" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Courthouse in Southaven, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

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

"City Bond" shall mean the not to exceed \$6,000,000 General Obligation Bond, Series 2017, of the City authorized and directed to be issued in this Bond Resolution in one or more series and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

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

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

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

"Construction Project" shall mean financing certain capital projects and improvements which shall consist of (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor; and for erecting, equipping and furnishing of buildings to be used as a municipal or civics arts center; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving

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and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) for other authorized purposes under the City Bond Act.

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

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

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

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

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

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

"Payments" shall have the meaning given it in Section 14(b) hereof.

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

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

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

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

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

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Mississippi.

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

"Trustee" shall mean shall mean Trustmark National Bank, Jackson, Mississippi, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Indenture.

"2017 Bond Fund" shall mean the City of Southaven, Mississippi General Obligation Bond, Series 2017 Bond Fund provided for in Section 14 hereof.

"2017 Construction Fund" shall mean the City of Southaven, Mississippi General Obligation Bond, Series 2017 Construction Fund provided for in Section 15 hereof.

"Underwriter" shall mean Raymond James & Associates, Inc., Memphis, Tennessee, as Underwriter of the Bank Bonds.

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

2. Heretofore, on September 5, 2017, the Governing Body adopted a resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY, ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SIX MILLION DOLLARS (\$6,000,000) TO RAISE MONEY FOR THE PURPOSE (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AUDITORIUMS, COMMUNITY CENTERS, GYMNASIUMS AND ATHLETIC STADIUMS, PREPARING AND EQUIPPING ATHLETIC FIELDS, AND PURCHASING BUILDINGS AND LAND THEREFOR; AND FOR ERECTING, EQUIPPING AND FURNISHING OF BUILDINGS TO BE USED AS A MUNICIPAL OR CIVICS ARTS CENTER; (III) PURCHASING LAND FOR PARKS, CEMETERIES AND PUBLIC PLAYGROUNDS, AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF SWIMMING POOLS AND OTHER RECREATIONAL FACILITIES; (IV) PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; (V) ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND

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EXTENDING THE SAME; (VI) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (VII) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (VIII) CONSTRUCTING BRIDGES AND CULVERTS; (IX) PURCHASING MACHINERY AND EQUIPMENT, INCLUDING MOTOR VEHICLES WEIGHING NOT LESS THAN TWELVE THOUSAND (12,000) POUNDS, WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS WHICH EXPECTED USEFUL LIFE SHALL EXCEED THE LIFE OF THE BONDS FINANCING SUCH PURCHASE; AND (X) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, INCLUDING PAYING FOR THE COST OF SUCH BORROWING; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES" (the "Intent Resolution") indicating its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Six Million Dollars (\$6,000,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank in a total aggregate principal amount not to exceed Six Million Dollars (\$6,000,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Six Million Dollars (\$6,000,000), as authorized by the Bank Act and the City Act for the purposes of providing funds for the Project, and fixed 6:00 o'clock p.m. on October 3, 2017, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

3. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in the *DeSoto Times-Tribune*, a newspaper published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before October 3, 2017, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on September 7, 14, 21 and 28, 2017.

4. On or prior to 6:00 o'clock p.m. on October 3, 2017, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City; and, therefore, the Governing Body did find, determine and adjudicate that no protest against the issuance of the Bonds and/or the City Bond and/or the authorization of the Loan had been duly filed.

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

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

7. As of November 1, 2017, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$528,814,588, and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$31,055,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of \$32,895,000; the issuance of the City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

8. The Governing Body hereby receives, examines and considers the following form of documents concerning the issuance, sale and purchase of the City Bond by the Bank: (i) the City Bond Purchase Agreement, to be dated the date of sale of the City Bond (the "City Bond Purchase Agreement"), by and between the Bank and the City, which provides for the sale of the City Bond to the Bank; (ii) an Indenture of Trust (the "Indenture"), by and between the Bank and the Trustee; (iii) the Bond Purchase Agreement, to be dated the date of sale of the Bank Bonds (the "Bond Purchase Agreement"), by and between the Bank, the City and the Underwriter, which provides for the sale of the Bank Bonds to the Underwriter; (iv) the Preliminary Official Statement, to be dated the date of distribution thereof (the "Preliminary Official Statement") describing the Bank Bonds, the City Bond, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds and the City Bond; and (v) the continuing disclosure certificate (the "Continuing Disclosure Certificate"), of the City, in connection with the Bank Bonds, dated the date of issuance and delivery of the Bank Bonds.

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

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

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

12. The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of

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this Bond Resolution, the sale and issuance of the City Bond to the Bank, the sale and issuance of the Bank Bonds, the execution by the City of the Bond Purchase Agreement, the City Bond Purchase Agreement and the Continuing Disclosure Certificate and the distribution of the Preliminary Official Statement have happened and have been performed in regular and due time, form and manner as required by law.

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

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

SECTION 2. The City Bond is hereby authorized and ordered to be prepared and issued in one or more series in a principal amount of not to exceed Six Million Dollars (\$6,000,000) to raise money for the Project as authorized by the Act. The Governing Body of the City is authorized and empowered by the provisions of the Act or as may otherwise be provided by law to issue the City Bond.

SECTION 3. The Governing Body hereby further authorizes and approves the sale of the City Bond to the Bank pursuant to the terms and provisions of the City Bond Purchase Agreement and the sale of the Bank Bonds by the Bank to the Underwriter pursuant to the terms and provisions of the Bond Purchase Agreement.

SECTION 4. The Governing Body does hereby find and determine that the City Bond and the Bank Bonds are being issued to provide financing for the costs of the Project.

SECTION 5. (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America upon presentation of the City Bond at the corporate trust office of the Paying Agent.

(b) The City Bond shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered 1; shall bear interest from the date thereof at the federally taxable or tax exempt rate or rates borne by the Bank Bonds (as provided in the Indenture) which federally taxable or tax exempt rate or rates shall be reviewed by the Municipal Advisor and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the City Bond shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the

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Indenture; provided, however, that the final maturity for the City Bond shall be no later than twenty (20) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture.

(c) The City Bond is subject to redemption prior to maturity only at the times, to the extent, in the manner and as otherwise provided for the Bank Bonds in the Indenture. If applicable, the City shall provide proper notices to the Bank and the Trustee as provided in the Indenture in the event the City elects to redeem the City Bond or any portion thereof, and redemption of the City Bond or any portion thereof shall be as provided in this Section 5 and Article IV of the Indenture. It is intended that redemption of the City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

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

SECTION 6. (a) When the City Bond shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the City Bond, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 8.

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

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

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

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

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

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

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

SECTION 7. (a) The City hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

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

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

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11 of the Indenture.

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

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

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Owner and all other records, documents and instruments relating to its duties as such Agent.

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

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

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

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

SECTION 8. The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST (THE "INDENTURE") DATED AS OF _____, 2017, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

CITY OF SOUTHAVEN
GENERAL OBLIGATION BOND
SERIES 2017

NO. 1 \$6,000,000

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Dated Date</u>
%		_____, 2017

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Registered Owner: TRUSTMARK NATIONAL BANK,
As Assignee of the Mississippi Development Bank

Principal Amount:

DOLLARS

The City of Southaven, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of Trustmark National Bank, Jackson, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2017, of the City (the "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Trustmark National Bank, Jackson, Mississippi, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

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

Payments of principal of and interest on this City Bond shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration records in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date (as defined in the Bond Resolution, as hereinafter defined).

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, amended and supplemented from time to time (together, the "Act"), and by the further authority of proceedings duly had by the Board of Aldermen of the City, including a resolution adopted November 7, 2017 (the "Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of Six Million Dollars (\$6,000,000) to raise money for the purpose of providing funds for (a) (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor; and for erecting, equipping and furnishing of buildings to be used as a municipal or civics arts center; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting

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a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 et seq., as amended and/or supplemented from time to time, and (b) paying the costs of issuance of this City Bond and the Bank Bonds (as defined herein).

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and Trustmark National Bank, Jackson, Mississippi, as trustee (the "**Trustee**"), dated _____, 2017 (the "**Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

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

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

The City Bond is 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; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due.

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

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

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

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

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

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

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of _____, 2017.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

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CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2017, of the City of Southaven, Mississippi.

TRUSTMARK NATIONAL BANK,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: _____, 2017

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF DESOTO
CITY OF SOUTHAVEN

I, the undersigned City Clerk of the City of Southaven, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Desoto County, Mississippi, rendered on the ____ day of _____, 2017.

City Clerk

(SEAL)

[END OF CITY BOND FORM]

SECTION 9. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 10. This City Bond shall be a general obligation of the City and the City hereby irrevocably pledges its full faith, credit and taxing power for the purpose of effectuating and providing for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue. For the purpose of effectuating and providing

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for the payment of the principal of and interest on the City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond and any additional obligations of the City under the Indenture; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2017 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. Said tax, if necessary, shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the all of the aforesaid obligations of the City Bond.

SECTION 11. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the City Bond that may be issued hereunder at any one time.

SECTION 12. Ownership of the City Bond shall be in the Bank or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 13. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 14. (a) The City hereby establishes the 2017 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest

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on the City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2017 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 10 hereof;

(ii) Any income received from investment of monies in the 2017 Bond Fund; and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2017 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding under the Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the 2017 Bond Fund sufficient monies to make the payments necessary (the "Payments") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 15. (a) The City hereby establishes the 2017 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the City Bond shall be deposited in the 2017 Construction Fund. Any income received from investment of monies in the 2017 Construction Fund shall be deposited in the 2017 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2017 Bond Fund for the payment of debt service on the City Bond. From the 2017 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain in the 2017 Construction Fund after the completion of the Construction Project shall be transferred to the 2017 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2017 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 16. (a) Payment of principal on the City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

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

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

SECTION 17. The City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 18. The City covenants to comply, if applicable, with each requirement of the Code and the regulations promulgated thereunder necessary to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply, if applicable, with a certificate of the City to be executed and delivered concurrently with the issuance of the City Bond and the Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, if applicable. The City shall not use or permit the use of any of the proceeds of the City Bond or the Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bank Bond to be an "arbitrage bond" as defined in Section 148 of the Code, if and as applicable. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes under the Code, if applicable, the covenants contained in this Section 18 shall survive the payment of the City Bond and the Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 19. The City represents as follows:

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

(b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the City Bond.

SECTION 20. The City hereby covenants that, if applicable, in connection with the Bank Bonds it shall make, or cause to be timely made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated

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thereunder and to that end, will enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee. The Mayor, the Clerk and/or an Authorized Officer are each hereby authorized to execute the Arbitrage Rebate Agreement in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 21. The City Bond shall be sold to the Bank based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Underwriter of the Bank Bonds.

SECTION 22. The Mayor, the Clerk and/or any Authorized Officer are hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code

SECTION 23. The Mayor, the Clerk and/or any Authorized Officer are hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 24. The City is an "obligated person" under the Rule covenants and agrees to execute the Continuing Disclosure Certificate setting forth the City's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section 24.

SECTION 25. The City may issue refunding bonds, in one or more series, with the consent of the Bank pursuant to a supplement to this Bond Resolution or a separate resolution to provide funds for the refunding of all or a portion of the City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected, if applicable.

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

It is intended that this Section 25 allow for the provision of refunding bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in Section 2.5 of the Indenture.

SECTION 26. (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the

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purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;
- (ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.1 of the Indenture;
- (iii) To subject to the Indenture additional Revenues, properties or collateral;
- (iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and
- (vi) In connection with issuance of refunding bonds.

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

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 26, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the

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execution thereof, or to enjoin or restrain the Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

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

SECTION 27. The Mayor, the Clerk and an Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as our required for the sale, issuance and delivery of the City Bond.

SECTION 28. The Indenture, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached as **EXHIBIT A** (with such completions, changes, insertions and modifications as may be approved by such officers, said execution being conclusive evidence of such approval). The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized to approve such additional changes as may be requested by the Bank. The Governing Body hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that may items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the Indenture.

SECTION 29. The City Bond Purchase Agreement, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form as provided in **EXHIBIT B** hereto. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers.

SECTION 30. The Bond Purchase Agreement, in the form submitted to this meeting as provided in **EXHIBIT C**, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the City, with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval, subject to the following conditions: (a) compliance of the City and the Bank with the provisions of Act regarding the issuance of the City Bond and the Bank Bonds; (b) a total amount of Bank Bonds, in one or more series, not to exceed a total aggregate principal amount of Six Million Dollars (\$6,000,000); (c) the Bank Bonds will bear interest at the rates to be provided in the Indenture and shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; (d) approval by the City and the Bank of the Bond Purchase Agreement for the sale of the Bonds evidenced by the execution of the Bond Purchase Agreement; (e) approval by the City of the sale of the City Bond to the Bank evidenced by the City's execution of the City Bond Purchase Agreement; (f) maturity schedule for the Bank Bonds of not to exceed twenty (20) years from its date of issuance; and (g) terms and provisions of the Bank Bonds in compliance with the Act.

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SECTION 31. (a) The form of the Preliminary Official Statement as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Preliminary Official Statement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. The Preliminary Official Statement is hereby "deemed final" by the City as described in the Rule. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Official Statement in connection with the Bank Bonds with such changes from the Preliminary Official Statement as he/she may approve. Said Preliminary Official Statement is attached hereto as **EXHIBIT D**.

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

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

SECTION 32. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the City Bond of the City; provided, however, total costs of issuance for said Bank Bonds and the City Bond shall not exceed five (5%) percent of the par amount of the Bank Bonds (excluding Underwriters' discount and any premiums for municipal bond insurance, if applicable).

SECTION 33. Upon receiving the recommendation of the Municipal Advisor and Bond Counsel, the Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank, to be evidenced by the execution of the Official Proposal and/or Bond Purchase Agreement for the sale of the Bank Bonds.

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SECTION 34. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates, which are required in connection with the sale and issuance of the Bank Bonds and the City Bond, including the approval of the final Official Statement in connection with the Bank Bonds. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Bank Bonds to be issued at a later date or in one or more tax-exempt or taxable series, as municipal bond market conditions may dictate.

SECTION 35. Prior to their delivery, the City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of DeSoto County, Mississippi.

SECTION 36. Upon the recommendation of the Municipal Advisor, the Mayor, the Clerk and an Authorized Officer are hereby authorized to apply for, execute and deliver, a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Bank Bonds. Such insurer shall be selected by the Bank and the City following negotiations with perspective insurers by the Municipal Advisor. Any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the City Bond, and the Preliminary Official Statement are to be approved by the City and the Bank, and the execution of the commitment for said municipal bond insurance being conclusive evidence of such approval. Payment of the premiums, if applicable, for such municipal bond insurance out of the proceeds of the Bank Bonds is hereby approved. The Mayor, the Clerk and an Authorized Officer are hereby authorized to execute, if applicable, the commitment for municipal bond insurance on behalf of the Bank and/or the City.

SECTION 37. The Mayor, the Clerk and an Authorized Officer are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond. The Governing Body further authorizes Bond Counsel, City Counsel and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the sale and issuance of the City Bond and the Bank Bonds.

SECTION 38. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary in connection with the City Bond and the Bank Bonds including, but not limited to, the final principal amount of the City Bond and the Bank Bonds, the maturity schedule relating to the City Bond and the Bank Bonds, the redemption terms of the City Bond and the Bank Bonds, the dated date and payment dates of the City Bond and the Bank Bonds, the interest rate or rates to be borne by the City Bond and the Bank Bonds, and the price to be paid for the City Bond and the Bank Bonds, subject to the provisions of the Act and this Bond Resolution.

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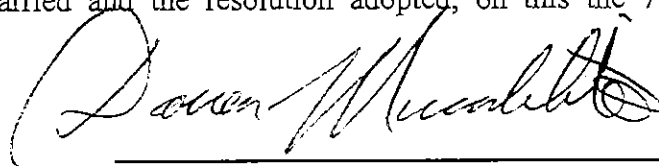
SECTION 39. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 40. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

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

Alderman William Brooks	Voted: <u>Yes</u>
Alderman Kristian Kelly	Voted: <u>Yes</u>
Alderman Ronnie Hale	Voted: <u>Yes</u>
Alderman George Payne	Voted: <u>Yes</u>
Alderman Joel Gallagher	Voted: <u>Yes</u>
Alderman John David Wheeler	Voted: <u>Yes</u>
Alderman Raymond Flores	Voted: <u>Yes</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 7th day of November, 2017.



MAYOR

ATTEST:



CITY CLERK



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EXHIBIT A FORM OF THE INDENTURE

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

FORM OF CITY BOND PURCHASE AGREEMENT

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT D

FORM OF MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT

Minutes, City of Southaven, Southaven, Mississippi

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

TRUSTMARK NATIONAL BANK,
AS TRUSTEE

DATED AS OF _____, 2017

RE:

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2017
(SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture") is dated as of ____, 20__, by and between the MISSISSIPPI DEVELOPMENT BANK, a public body corporate and politic, of the State of Mississippi (the "State") exercising essential public functions (the "Bank"), organized under the provisions of Sections 31-25-1 *et seq.* Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"), and TRUSTMARK NATIONAL BANK, a national association duly organized, existing and authorized under the laws of United States of America to accept and execute trusts of the character herein with a corporate trust office in Jackson, Mississippi, as trustee (the "Trustee").

WITNESSETH:

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

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

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

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

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds (as hereinafter defined) and Accounts (as hereinafter defined) created or established under this Indenture (other than the Rebate Fund, as defined herein) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture to the Rebate Fund).

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GRANTING CLAUSE SECOND

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

GRANTING CLAUSE THIRD

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

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

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

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

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

ARTICLE I.

DEFINITIONS AND RULES OF INTERPRETATION

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

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

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

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

(a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2017 Bonds;

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

(c) to the Issuer and the Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Issuer and the Trustee in relation to the Construction Project under the City Bond Resolution which are not otherwise required to be paid by the City under the terms of the City Bond Resolution and all indemnity payments required to be made under Section 11.09 hereof; and

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

"Arbitrage Rebate Agreement" means the Tax Regulatory Agreement and Arbitrage Certificate among the Bank, the City and the Trustee, dated _____, 20__, in connection with the Series 2017 Bonds.

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

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

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

"**Bankruptcy Code**" means the 11 U.S.C. Sections 100 *et seq.*, as amended or supplemented from time to time.

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

"**Bond Counsel**" means an attorney or firm of attorneys approved by the City and the Bank nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Butler Snow LLP, Ridgeland, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Series 2017 Bonds.

"**Bond Issuance Expense Account**" means the account by that name created by Section 6.02 hereof.

"**Bond Purchase Agreement**" means that certain Bond Purchase Agreement, dated _____, 20__, by and among the Bank, the Underwriter and the City in connection with the issuance and sale of the Series 2017 Bonds.

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

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

"**Bonds**" means the Series 2017 Bonds and any Refunding Bonds issued pursuant to this Indenture.

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

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

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"City Bond" means the \$6,000,000 General Obligation Bond, Series 2017, issued by the City pursuant to the City Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

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

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

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

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

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated _____, 20__, by and between the City and the Bank in connection with the issuance and sale of the City Bond.

"City Bond Resolution" means that certain Bond Resolution adopted by the City on November 7, 2017, in connection with the issuance of the City Bond.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2017 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

"Construction Project" means providing funds for financing certain capital projects and improvements which shall consist of (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor; and for erecting, equipping and furnishing of buildings to be used as a municipal or civics arts center; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) for other

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authorized purposes under Mississippi Code Ann. Sections 21-33-301 et seq., as amended and/or supplemented from time to time.

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

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

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

"DTC participants" shall have the meaning ascribed thereto in Section 2.07 herein.

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

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

"Event of Default" means any occurrence or event specified in Section 10.01 hereof.

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

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

"Funds" means the funds created pursuant to Article VI hereof (except for the Rebate Fund).

"General Account" means the account by that name created by Section 6.02 hereof.

"General Fund" means the fund by that name created by Section 6.02 hereof.

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; and (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to

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certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts.

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

"**Interest Payment Date**" means any date on which interest is payable on the Bonds, and for the Series 2017 Bonds, _____ 1 and _____ 1, commencing _____ 1, 20__.

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

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

"**Moody's**" shall mean Moody's Investors Service.

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

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

Trustee: Trustmark National Bank
248 East Capitol Street, Suite 820
Jackson MS 39201
Attention: Corporate Trust Department

Underwriter: Raymond James & Associates, Inc.
50 North Front Street
Memphis, TN 38103

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

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

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

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

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX hereof; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

"Paying Agent" means Trustmark National Bank, Jackson, Mississippi, or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

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

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

"Program" means the program for purchasing Securities of Local Governmental Units by the Bank pursuant to the Bank Act.

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

"Project" means providing financing for (a) the purchase of the City Bond to finance the Construction Project and (b) paying the Costs of Issuance for the City Bond and the Series 2017 Bonds.

"Purchase Account" means the account by that name created by Section 6.02 hereof.

"Rebate Fund" means the fund by that name created by Section 6.02 hereof.

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

"Redemption Account" means the account by that name created by Section 6.02 hereof.

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

"Refunding Bonds" means Bonds issued pursuant to Section 2.05 hereof and any Supplemental Indenture.

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

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

"Revenues" means the Funds and Accounts (except for the Rebate Fund) and all income, revenues and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the granting clauses hereof including, without limitation, all City Bond Payments and any additional amounts paid to the Trustee under the City Bond Resolution or from any other source whatsoever.

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

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

"Series 2017 Bonds" means \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) issued pursuant to Section 2.01 of this Indenture.

"State" means the State of Mississippi.

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

"Trustee" means Trustmark National Bank, Jackson, Mississippi, or any successor thereto hereunder.

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

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

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

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

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

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

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

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

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

ARTICLE 2

AUTHORIZATION AND ISSUANCE OF BONDS

2.1 Authorization and Issuance of Series 2017 Bonds. Bonds of the Bank to be known and designated as "Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project)," are hereby authorized to be issued. The aggregate principal amount of Series 2017 Bonds that may be issued, authenticated and Outstanding hereunder is Six Million Dollars (\$6,000,000).

There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2017 Bonds issued pursuant to this Indenture. The Series 2017 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2017 Bonds and the Series 2017 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2017 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2017 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2017 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2017 Bonds that the State will not limit or alter the

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rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2017 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2017 Bonds, are fully met and discharged. All Series 2017 Bonds shall mature on or before _____, 1, 20__.

2.2 Purpose and Disposition of Series 2017 Bonds.

The purpose for issuing the Series 2017 Bonds is to fund the Purchase Account, in order to provide funds for the purchase of the City Bond (which amounts are to provide funds for the Construction Project pursuant to the Act) and to fund the Bond Issuance Expense Account of the General Fund to pay Costs of Issuance. Upon the delivery of the Series 2017 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2017 Bonds in the amount of \$6,000,000.00 for deposit (i) into the Bond Issuance Expense Account of the General Fund, the sum of \$____.00 to pay Costs of Issuance; and (ii) into the Purchase Account, \$____.00 of the net proceeds to be distributed to the City as provided in the City Bond Purchase Agreement.

2.3 General Description of the Series 2017 Bonds. The Series 2017 Bonds shall be issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2017 Bonds shall be numbered from 1 upward, as applicable.

Each Series 2017 Bond shall carry an original date of _____, 20__ and shall carry the date on which it is authenticated. If a Series 2017 Bond is authenticated on or prior to _____, it shall bear interest from _____, 20__. Each Series 2017 Bond authenticated after _____ shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2017 Bond unless such Series 2017 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2017 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2017 Bonds shall be payable on _____ 1 and _____ 1 of each year, commencing _____, until the Series 2017 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2017 Bonds shall mature on _____ 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2018		
2019		
2020		
2021		
2022		
2023		

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2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037

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

(a) A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Board of Directors of the Bank authorizing the execution and delivery of this Indenture and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Series 2017 Bonds;

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

(c) Original executed counterparts of the Related Documents;

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

(e) A request and authorization to the Trustee by or on behalf of the Bank and signed by an Authorized Officer to authenticate and deliver the Series 2017 Bonds to the Underwriter and specifying the amounts to be deposited in the accounts of the General Fund pursuant to Section 2.02 hereof;

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

(g) Such further documents, moneys and securities as are required by the provisions of this Section 2.04 or Article VII hereof and the Underwriter.

2.5 Provisions for Issuance of Refunding Bonds.

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

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

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2017 Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.5 hereof to the owners of the Series 2017 Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the Redemption Price or principal payment amount of the Series 2017 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2017 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the Bank in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2017 Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

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

[The remainder of this page left intentionally blank.]

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(FORM OF SERIES 2017 BOND)

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

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2017
(SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)
NO. _____ \$ _____

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

Registered Owner: CEDE & CO.

Principal Amount: DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank"), organized under the laws of the State of Mississippi (the "State"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2017 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2017 Bond (unless this Series 2017 Bond is authenticated on or before _____, 20__, then from _____, 20__, or unless this Series 2017 Bond is authenticated after _____, 20__ and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each _____ 1 and _____ 1, commencing _____ 1, 20__, until payment of such principal amount shall have been made upon redemption or at maturity. The

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principal of this Series 2017 Bond is payable at the principal corporate trust office of Trustmark National Bank, Jackson, Mississippi, as trustee (the "**Trustee**"), or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2017 Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Series 2017 Bond and the other Series 2017 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the City Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2017 Bond and the other Series 2017 Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The issuance of the Series 2017 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2017 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2017 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2017 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2017 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2017 Bonds, are fully met and discharged.

This Series 2017 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) ("**Series 2017 Bonds**") issued under and secured by an

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Indenture of Trust dated as of _____, 20__ ("Indenture"), duly executed and delivered by the Bank to Trustmark National Bank, Jackson, Mississippi, as Trustee ("Trustee"). The Series 2017 Bonds are limited in aggregate principal amount to Six Million Dollars (\$6,000,000). The Series 2017 Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, as amended ("Bank Act") and Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act"), to provide funds to purchase the City Bond to provide funds for the Construction Project (as hereinafter defined) and to pay costs of issuing the Series 2017 Bonds and the City Bond. The City is Southaven, Mississippi and the City Bond is the City of Southaven, Mississippi General Obligation Bond, Series 2017 in the aggregate principal amount of \$6,000,000. The City Bond is a general obligation of the City secured and described in that certain Bond Resolution, adopted by the Mayor and Board of Aldermen of the City on November 7, 2017 (the "City Bond Resolution"). The proceeds received by the City from the sale of the City Bond to the Bank will be used by the City for the purpose of providing funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor; and for erecting, equipping and furnishing of buildings to be used as a municipal or civics arts center; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 et seq., as amended and/or supplemented from time to time, including paying for the cost of such borrowing.

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

In the City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro-tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund

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established for the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The Series 2017 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another (collectively, the "Bonds"). To secure payment of principal of and interest on all Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Trustee and the owners of the Bonds, the terms and conditions upon which the Series 2017 Bonds are issued and the terms and conditions upon which the Series 2017 Bonds will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Series 2017 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2017 Bond. This Series 2017 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2017 Bond or Series 2017 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

The Series 2017 Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2017 Bonds may be exchanged for a like aggregate principal amount of Series 2017 Bonds of the same maturity of authorized denominations.

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(a) *Optional Redemption.* In accordance with the Indenture and the City Bond Resolution, the Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after _____ 1, 20__ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after _____ 1, 20__ at par, plus accrued interest to the date of redemption thereof.

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

In the event any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceedings for the redemption of other Bonds. All Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be secured under the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment prior to the redemption date].

The Registered Owner of this Series 2017 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2017 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2017 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2017 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on the Series 2017 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2017 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

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

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2017 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its Secretary.

MISSISSIPPI DEVELOPMENT BANK

By: _____

Executive Director

ATTEST:

By: _____

Secretary

(SEAL)

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[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Series 2017 Bond is one of the Series 2017 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

TRUSTMARK NATIONAL BANK,
as Trustee

By: _____
Authorized Signatory

Date of Authentication: _____, 20__

[FORM OF VALIDATION CERTIFICATE]

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2017 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ____ day of _____ 20__.

Secretary

(SEAL)

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[FORM OF ASSIGNMENT]

ASSIGNMENT

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

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

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

the within Series 2017 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2017 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2017 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

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

BY: _____
Authorized Officer

[END OF SERIES 2017 BOND FORM]

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2.7 Book-Entry Only System. The Series 2017 Bonds shall be initially issued in the form of a separate single fully registered Series 2017 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2017 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.08 hereof, all of the outstanding Series 2017 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. With respect to Series 2017 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("**DTC Participants**") or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2017 Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2017 Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2017 Bonds, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2017 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2017 Bond is registered in the Bond Register as the absolute owner of such Series 2017 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2017 Bond, for the purpose of giving notices and other matters with respect to such Series 2017 Bond, for the purpose of registering transfers with respect to such Series 2017 Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2017 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2017 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Series 2017 Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any

2.8 Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Bank determines that DTC is incapable of discharging its responsibilities described herein and DTC's Blanket Letter of Representations or that it is in the best interest of the Beneficial Owners of the Series 2017 Bonds that they be able to obtain certificated Series 2017 Bonds, the Bank shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2017 Bond certificates to such successor

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securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Series 2017 Bond certificates and transfer one or more separate Series 2017 Bond certificates to DTC Participants having Series 2017 Bonds credited to their DTC accounts. In such event, the Series 2017 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2017 Bonds shall designate, in accordance with the provisions of this Indenture.

2.9 Payments. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2017 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Series 2017 Bond and all notices with respect to such Series 2017 Bond shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

ARTICLE 3

GENERAL TERMS AND PROVISIONS OF BONDS

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

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

3.3 Execution. The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, Secretary, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date

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borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

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

CERTIFICATE OF AUTHENTICATION

This Series 2017 Bond is one of the Series 2017 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

TRUSTMARK NATIONAL BANK,
as Trustee

By: _____
Authorized Signatory

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

3.5 Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed Bond; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to it. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

3.6 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond

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registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

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

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

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

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

3.7 Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

3.8 Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, all liability of the Bank to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the Registered Owner of such Bond, without liability for interest thereon to such Registered Owner, who shall thereafter be restricted exclusively to

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such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

3.9 Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

3.10 Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03 hereof, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of \$5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06 hereof, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

3.11 Limitations on Obligations of Bank. The Bonds, together with interest thereon, shall be limited obligations of the Bank and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of

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the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the City Bond pursuant to the City Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof (except the City). In the Act, the State has pledged and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds are fully met and discharged.

3.12 Immunity of Officers and Directors. No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE 4

REDEMPTION OF BONDS PRIOR TO MATURITY

4.1 Redemption and Redemption Prices and Terms for Series 2017 Bonds.

If the City directs the Bank to redeem the Series 2017 Bonds pursuant to Section 3 of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2017 Bonds in the following instance:

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(a) **Optional Redemption.** The Bonds (or any portions thereof in integral multiples of \$5,000 each), prior to their stated date of maturity, on or after _____ 1, 20__, in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after _____ 1, 20__, at par plus accrued interest to the date of redemption thereof.

(b) **Mandatory Sinking Fund Redemption.** The Bonds maturing on __ 1, 20__ in the principal amount of \$____,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption in whole as otherwise provided in the Indenture, on each __ 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$____,000 Term Bonds

Date	Principal Amount
20__	\$____,000.00
20__ *	____,000.00

* Final Maturity.

In the event less than all of the Series 20__ Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Series 20__ Bonds to be redeemed by lot within a selected maturity, provided that such Series 20__ Bonds shall be redeemed only in whole multiples of \$5,000.

4.2 Redemption at the Election or Direction of the Bank. In the case of the redemption of any Series 2017 Bonds, the Bank shall give written notice to the Trustee of its direction so to redeem, of the redemption date, of the principal amounts of the Series 2017 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank at the direction of the City, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee and may be conditioned upon receipt of sufficient funds to redeem the Series 2017 Bonds called for redemption on the redemption date. The Bank shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor and held by the Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof together with interest accrued to the redemption date, all of the Series 2017 Bonds to be redeemed.

4.3 Selection of Series 2017 Bonds to be Redeemed. If less than all of the Series 2017 Bonds are to be redeemed, the Series 2017 Bonds shall be redeemed only in whole multiples of \$5,000. For purposes of redemption, each \$5,000 of principal shall be considered as a Series 2017 Bond. If less than all of the Series 2017 Bonds shall be called for redemption, the principal amount and maturity of the Series 2017 Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Series 2017 Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

4.4 Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption

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Price of the Series 2017 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. If proper notice of redemption by mailing has been given as provided in Section 4.05 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2017 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Series 2017 Bond or portion thereof called for redemption until such Series 2017 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Series 2017 Bond.

4.5 Notice of Redemption. Notice of the call for any redemption, identifying the Series 2017 Bonds to be redeemed (which may be a conditional notice of redemption), shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Series 2017 Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Series 2017 Bonds.

4.6 Cancellation. All Series 2017 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE 5

GENERAL COVENANTS

5.1 Payment of Principal and Interest. The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal, Redemption Price and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

5.2 Performance of Covenants by Bank. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

5.3 Instruments of Further Assurance. The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the

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Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

5.4 [RESERVED].

5.5 Covenants Concerning Program.

(a) In order to provide for the payment of the principal, premium, if any, Redemption Price and interest on the Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the City Bond for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the City Bond which is in default.

5.6 Possession and Inspection of City Bond. The Trustee covenants and agrees to retain or cause its agent to retain possession of the City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

5.7 Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the City Bond and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending __ 1, 20__, a statement of the amount on deposit in each Fund and Account as of

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the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

5.8 Bank Covenants with Respect to City Bond.

(a) The Bank covenants and agrees that it will not permit or agree to any material change in the City Bond.

(b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the City Bond, provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee as set forth in Article X hereof.

(c) The Bank covenants and agrees that it will not sell or dispose of the City Bond.

5.9 [RESERVED]

5.10 Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

5.11 [RESERVED]

5.12 [RESERVED]

5.13 Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2017 Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that compliance by the Bank with the memorandum of compliance will not adversely affect the exclusion of interest on the Series 2017 Bonds from gross income of the holders thereof for federal income tax purposes.

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ARTICLE 6

REVENUES AND FUNDS

6.1 Source of Payment of Bonds. The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

6.2 Creation of Funds. There are hereby created by the Bank and ordered established the following funds to be held by the Trustee: (a) the General Fund; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Redemption Account," and "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

6.3 Deposit of Net Proceeds of Bonds.

(a) The Trustee shall deposit the proceeds from the sale of the Series 2017 Bonds in the manner provided in Section 2.02 hereof.

(b) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

6.4 Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

6.5 Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI and Section 2.02. The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before four (4) Business Days next preceding each Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2017 Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses;

(c) The amounts, if any, to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement and Section 6.11 hereof; and

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(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2017 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

6.6 Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account as follows: moneys in the Redemption Account shall be used to redeem Series 2017 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2017 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

6.7 Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Upon purchase of the City Bond, the City will provide for the deposit of such funds in the 2017 Construction Fund of the City established under the City Bond Resolution, which fund will be used by the City to finance the Construction Project. Any amounts remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the Redemption Account for the redemption of the Series 2017 Bonds.

6.8 [RESERVED]

6.9 [RESERVED]

6.10 Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of an Authorized Representative of the City and the Executive Director of the Bank, to pay the Costs of Issuance of the Series 2017 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

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(b) On the date which is thirty (30) days after the date of issuance of the Series 2017 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

6.11 Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Series 2017 Bonds are outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2017 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the Arbitrage Rebate Agreement and 8.02 hereof, shall invest the Rebate Fund as directed by the City and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended Arbitrage Rebate Agreement and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended Arbitrage Rebate Agreement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2017 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Bank pursuant to the Arbitrage Rebate Agreement, the Trustee shall, upon receipt of direction from the Bank, accept such payment for the benefit of the Bank and make transfers of moneys from the General Account or otherwise to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Bank, transfer such amount to the General Account. Records of the determinations required by this Section and the Arbitrage Rebate Agreement and the investment instructions must be retained by the Trustee until six (6) years after the Series 2017 Bonds are no longer Outstanding.

(c) Not later than sixty (60) days after _____ 1, 20__ and every five (5) years thereafter, the Trustee shall, upon written request of the Bank in accordance with the Arbitrage Rebate Agreement, pay to the United States of America one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.11(b), and further provided that funds were available in the General Account to fund one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2017 Bonds, the Trustee shall upon written request of the Bank, pay to the United States of America one hundred percent (100%) of the amount owing to the United States of America. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2017 Bonds and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

6.12 Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this

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Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such money shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

6.13 Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

6.14 Certain Verifications. The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Series 2017 Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2017 Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.11 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE 7

PURCHASE OF CITY BOND

7.1 Terms and Conditions of Purchase. The City Bond purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

7.2 Purchases. The Trustee shall pay the purchase price of the City Bond upon receipt by the Trustee of:

(a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Bank under the City Bond Resolution, and that to the

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Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such money shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

6.13 Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

6.14 Certain Verifications. The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Series 2017 Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2017 Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.11 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE 7

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7.1 Terms and Conditions of Purchase. The City Bond purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

7.2 Purchases. The Trustee shall pay the purchase price of the City Bond upon receipt by the Trustee of:

(a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Bank under the City Bond Resolution, and that to the

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knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the City Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an opinion of counsel for the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Bank Act;

(g) a signed City Bond Purchase Agreement from the City; and

(h) an executed Arbitrage Rebate Agreement.

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, City Bond and signed documents, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

7.3 Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinions of Bond Counsel and the City Bond received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

7.4 Report. The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

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knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the City Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an opinion of counsel for the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Bank Act;

(g) a signed City Bond Purchase Agreement from the City; and

(h) an executed Arbitrage Rebate Agreement.

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, City Bond and signed documents, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

7.3 Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinions of Bond Counsel and the City Bond received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

7.4 Report. The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

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ARTICLE 8

INVESTMENT OF MONEYS

8.1 General Provisions.

(a) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Bank. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2017 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(b) The Bank (a) certifies to the owners of the Series 2017 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2017 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2017 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2017 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2017 Bonds from time to time Outstanding that, so long as any of the Series 2017 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2017 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2017 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2017 Bonds to become subject to federal income taxation.

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8.2 Arbitrage Restrictions; Series 2017 Bonds to Remain Tax Exempt.

(a) The Bank shall provide the Trustee with the Arbitrage Rebate Agreement which shall govern the investment of the Funds and Accounts and the application of Section 6.11 hereof.

(b) Without limiting subsection (b) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Series 2017 Bonds, or with respect to the investment or application of any payments under the City Bond or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2017 Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Series 2017 Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner which would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Series 2017 Bonds.

8.3 Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in The Wall Street Journal, or, if not there, in The New York Times; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

ARTICLE 9

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made, to the Trustee, of the principal of and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the

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Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee or other financial institution (which must meet the requirements of Section 11.7 hereof) which provides services as escrow agent for the Bank (for purposes of this Article, an "Escrow Agent"), in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.11 hereof, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (b) of the preceding paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds.

Any moneys so deposited with the Trustee or the Escrow Agent as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys

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shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other moneys deposited in the General Account.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.11 hereof) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee or Escrow Agent, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee or Escrow Agent as aforesaid.

ARTICLE 10

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

10.1 Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

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(f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or

(g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

(i) Default in the due and punctual payment of any interest or principal on the City Bond; or

(j) [Reserved]; or

(k) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

(l) There is an event of default under the City Bond Resolution.

10.2 Remedies: Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the City and as otherwise required by the Act.

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Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.01(k) hereof, or (b) if indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

10.3 Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, subject to Section 15.01 herein, the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law, including the Act, and of this Indenture.

10.4 Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

10.5 Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

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(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of

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principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

10.6 Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

10.7 Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

10.8 Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and

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with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

10.9 Waivers of Events of Default. The Trustee may, at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE 11

TRUSTEE

11.1 Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same

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degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank or the Trustee), if selected in accordance with the standard set forth above. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular

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dealing, transaction or action is necessary or expedient but may in its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law and this Indenture. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the City Bond.

(n) The Trustee shall have no obligation to file financing statements or continuation statements.

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(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the Bonds.

11.2 Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as herein provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

11.3 Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

11.4 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the successor Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.7 hereof.

11.5 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.7 and acceptance of such appointment by the successor Trustee.

11.6 Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and

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to the Bank and signed by the Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Trustee.

11.7 Appointment of Successor Trustee by the Bondholders; Temporary Trustee.

In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing in and incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or State authority, having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

11.8 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded, if any.

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11.9 Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, attorneys, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee;

(b) any statement or information relating to the expenditure of the proceeds of the Series 2017 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank, which approval shall not be unreasonably withheld. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the City Bond and the Bonds.

11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

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ARTICLE 12

SUPPLEMENTAL INDENTURES

12.1 Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if so determined, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with issuance of Refunding Bonds.

12.2 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank) shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds

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required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE 13

[RESERVED]

ARTICLE 14

[RESERVED]

ARTICLE 15

MISCELLANEOUS

15.1 Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

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(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

15.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

15.3 Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

15.4 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Underwriter shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

15.5 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

15.6 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

15.7 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.8 Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank in accordance with provisions of this Indenture.

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It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

15.9 Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

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IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

(SEAL)

ATTEST:

Secretary

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and _____ Bank, as Trustee, dated _____, 20__.

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_____ BANK,
as Trustee

By: _____
[Name}, [Title]

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and _____ Bank, as Trustee, dated _____, 20__.

Minutes, City of Southaven, Southaven, Mississippi

STATE OF MISSISSIPPI

COUNTY OF HINDS

On the ____ day of _____, 20__, before me, a Notary Public in and for said County, personally appeared E. F. "Buddy" Mitcham, Jr. and Larry W. Mobley to me personally known, who, being by me first duly sworn, did say that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

Minutes, City of Southaven, Southaven, Mississippi

STATE OF MISSISSIPPI

COUNTY OF _____

On the ____ day of _____, 20__, before me, a Notary Public in and for said County, personally appeared _____ to me personally known, who, being by me first duly sworn, did say that he/she is the _____ of _____ Bank, the Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A
FORM OF CITY BOND

Minutes, City of Southaven, Southaven, Mississippi

[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST (THE "INDENTURE") DATED AS OF _____, 2017, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

CITY OF SOUTHAVEN
GENERAL OBLIGATION BOND
SERIES 2017

NO. 1 \$6,000,000

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Dated Date</u>
%		____, 20__

Registered Owner: TRUSTMARK NATIONAL BANK,
As Assignee of the Mississippi Development Bank

Principal Amount: DOLLARS

The City of Southaven, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of Trustmark National Bank, Jackson, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2017, of the City (the "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Trustmark National Bank, Jackson, Mississippi, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

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

Payments of principal of and interest on this City Bond shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration

Minutes, City of Southaven, Southaven, Mississippi

records in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date (as defined in the Bond Resolution, as hereinafter defined).

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, amended and supplemented from time to time (together, the "Act"), and by the further authority of proceedings duly had by the Board of Aldermen of the City, including a resolution adopted November 7, 2017 (the "Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of Six Million Dollars (\$6,000,000) to raise money for the purpose of providing funds for (a) (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor; and for erecting, equipping and furnishing of buildings to be used as a municipal or civics arts center; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 *et seq.*, as amended and/or supplemented from time to time, and (b) paying the costs of issuance of this City Bond and the Bank Bonds (as defined herein).

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and Trustmark National Bank, Jackson, Mississippi, as trustee (the "Trustee"), dated _____, 2017 (the "Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the

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security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

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

The City Bond is 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; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due.

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

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

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

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

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

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in

Minutes, City of Southaven, Southaven, Mississippi

apt time and manner of every official act herein required, and for the prompt payment of this City Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

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IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of _____, 20__.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2017, of the City of Southaven, Mississippi.

TRUSTMARK NATIONAL BANK,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: _____, 20__

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF DESOTO
CITY OF SOUTHAVEN

I, the undersigned City Clerk of the City of Southaven, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Desoto County, Mississippi, rendered on the ____ day of _____, 20__.

City Clerk
(SEAL)

Minutes, City of Southaven, Southaven, Mississippi

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "**Agreement**") is dated the ____ day of _____, 20__, by and between the MISSISSIPPI DEVELOPMENT BANK, a public body corporate and politic (the "**Bank**"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (hereinafter referred to as the "**Bank Act**"), having its principal place of business in the City of Jackson, Mississippi, and the CITY OF SOUTHAVEN, MISSISSIPPI (the "**City**"), "local governmental unit" within the meaning of the Bank Act.

WITNESSETH:

WHEREAS, pursuant to the Bank Act, the Bank is authorized to purchase securities (as defined in the Bank Act) issued by local governmental units (as defined in the Bank Act); and

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated the City of Southaven, Mississippi General Obligation Bond, Series 2017 in the form of one fully registered bond, in the principal amount of Six Million Dollars (\$6,000,000) (the "**City Bond**") as authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**") and together with the Bank Act, the "**Act**") and the Bank Act; and

WHEREAS, the City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank has adopted a resolution approving an Indenture of Trust (the "**Indenture**"), dated _____, 20__, by and between the Bank and Trustmark National Bank, Jackson, Mississippi, a state banking association (the "**Trustee**"), authorizing the issuance of its \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), the proceeds of which will be used to purchase the City Bond.

NOW, THEREFORE, the Bank and the City agree:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the City Bond and the City hereby agrees to sell to the Bank the City Bond at the purchase price of \$_____,000.00, representing the par amount of the City Bond of \$_____,000, plus a net original issue premium of \$_____, less an underwriter's discount of \$_____, and less \$_____ to be deposited to the Bond Issuance Expense Account of the General Fund. The amount of such purchase price will be distributed to the City to be deposited on behalf of the City into the 2017 Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "**City Bond Resolution**"), adopted by the Mayor and the Board of Aldermen of the City on November 7, 2017. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the City Bond to be purchased by the Bank, and the City's obligation to issue and sell the City Bond and

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CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "Agreement") is dated the ____ day of ____, 20__, by and between the MISSISSIPPI DEVELOPMENT BANK, a public body corporate and politic (the "Bank"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (hereinafter referred to as the "Bank Act"), having its principal place of business in the City of Jackson, Mississippi, and the CITY OF SOUTHAVEN, MISSISSIPPI (the "City"), "local governmental unit" within the meaning of the Bank Act.

WITNESSETH:

WHEREAS, pursuant to the Bank Act, the Bank is authorized to purchase securities (as defined in the Bank Act) issued by local governmental units (as defined in the Bank Act); and

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated the City of Southaven, Mississippi General Obligation Bond, Series 2017 in the form of one fully registered bond, in the principal amount of Six Million Dollars (\$6,000,000) (the "City Bond") as authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act") and the Bank Act; and

WHEREAS, the City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank has adopted a resolution approving an Indenture of Trust (the "Indenture"), dated ____, 20__, by and between the Bank and Trustmark National Bank, Jackson, Mississippi, a state banking association (the "Trustee"), authorizing the issuance of its \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) (the "Bank Bonds"), the proceeds of which will be used to purchase the City Bond.

NOW, THEREFORE, the Bank and the City agree:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the City Bond and the City hereby agrees to sell to the Bank the City Bond at the purchase price of \$____,000.00, representing the par amount of the City Bond of \$____,000, plus a net original issue premium of \$____, less an underwriter's discount of \$____, and less \$____ to be deposited to the Bond Issuance Expense Account of the General Fund. The amount of such purchase price will be distributed to the City to be deposited on behalf of the City into the 2017 Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "City Bond Resolution"), adopted by the Mayor and the Board of Aldermen of the City on November 7, 2017. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the City Bond to be purchased by the Bank, and the City's obligation to issue and sell the City Bond and

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the Bank's obligation to purchase the City Bond are expressly contingent upon the City's taking all steps and receiving all approvals required by the laws of the State of Mississippi (the "State") to issue the City Bond.

3. At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the City Bond, which City Bond shall be in the form set forth in the City Bond Resolution and registered in the name of Trustmark National Bank, Jackson, Mississippi as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and the opinions of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel") satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the City Bond. The City shall bear the cost of obtaining such bond counsel's opinion, which cost shall be paid out of the Bond Issuance Expense Account of the General Fund under the Indenture.

4. The City and the Bank agree that the City Bond and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Indenture.

5. The City agrees to furnish to the Bank as long as the City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank and as required by the Indenture.

6. The City agrees to execute a written undertaking (the "Continuing Disclosure Certificate") for the benefit of the holders of the Bonds and to deliver, or cause to be delivered, to (a) the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Assess system (EMMA), in the electronic format then prescribed by the Securities and Exchange Commission pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), and (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule, the information described in the Continuing Disclosure Certificate, together with any identifying information or other information then required to accompany the applicable filing.

7. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

8. If the Bank does not execute a bond purchase agreement (the "Bond Purchase Agreement") for the sale of the Bonds on or before __, 20__, and deliver the Bonds and receive payment therefor on or before __, 20__, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the City Bond solely from proceeds of the Bank Bonds.

9. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bank and the City each agree that it will execute any and all documents or other

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instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

10. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

11. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof and constitutes the entire agreement between the Bank and the City in respect hereof.

12. The City has reviewed the Indenture and approves the terms thereof, and agrees to take all actions required of it thereunder.

13. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture and the Bond Purchase Agreement.

14.

[the remainder of this page left blank intentionally]

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IN WITNESS WHEREOF, we have set our hands unto this City Bond Purchase Agreement as of the day first above written.

MISSISSIPPI DEVELOPMENT BANK

(SEAL)

By: _____
Executive Director

ATTEST:

Secretary

Signature Page to City Bond Purchase Agreement, dated _____, 20__, by and between Mississippi Development Bank and the City of Southaven, Mississippi.

Minutes, City of Southaven, Southaven, Mississippi

BOND PURCHASE AGREEMENT

Regarding the

\$6,000,000

MISSISSIPPI DEVELOPMENT BANK

SPECIAL OBLIGATION BONDS, SERIES 2017

(CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

City of Southaven, Mississippi
8710 Northwest Drive
Southaven, Mississippi 38671

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc., Memphis, Tennessee (the "Underwriter"), being duly authorized, offers to enter into the following agreement with the Mississippi Development Bank (the "Bank") and the City of Southaven, Mississippi (the "City"), which, upon your acceptance of this offer, will be binding upon the Bank and the City and upon the Underwriter. This offer is made subject to your written acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p.m., Mississippi Time, on _____, 20____, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the Bank and the City at the above addresses, at any time prior to the acceptance hereof by you.

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agree to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell and deliver to the Underwriter for such purpose, an aggregate of \$6,000,000 principal amount of the Bank's Special Obligation Bonds, Series 2017 (City of Southaven, Mississippi General Obligation Bond Project) (the "Bonds"), dated the date of delivery thereof, and having maturities and bearing interest at the rates per annum as set forth in **Exhibit A** hereto, and payable as described in the resolution concerning the Bonds adopted on November 8, 2017, by the Board of Directors (the "Board of Directors") of the Bank (the "Bank Resolution"), an Indenture of Trust under which the Bonds will be issued and by which they will be secured, dated _____, 20____ (the "Indenture"), by and between the Bank and Trustmark National Bank, Jackson, Mississippi, as trustee (the "Trustee"), and otherwise having such terms as are described in the Preliminary Official Statement (as hereinafter defined). The purchase price for the Bonds shall be \$_____, being comprised of the principal amount of the Bonds of \$6,000,000, plus a net original issue premium of \$_____, and less an Underwriter's discount of \$_____, which purchase price, subject to the

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terms and conditions of this Bond Purchase Agreement, will be paid to the Trustee on behalf of the Bank on the date of the payment for and delivery of the Bonds (herein called the "**Closing**"). The Bonds will be subject to redemption as set forth in **Exhibit C** hereto.

(b) It is intended that interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions and as set forth in the Preliminary Official Statement, and in reliance thereon, the Underwriter may offer the Bonds without registration under the Securities Act of 1933, as amended.

(c) All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the Preliminary Official Statement.

(d) The principal of, premium, if any, and interest on the Bonds shall be payable solely and only from those revenues and funds of the Bank under the Indenture, including the \$6,000,000 City of Southaven, Mississippi General Obligation Bond, Series 2017 (the "**City Bond**") and payments derived therefrom, as more particularly described in the Preliminary Official Statement. The City Bond will be sold to the Bank by the City pursuant to a resolution of the City adopted by the Mayor and Board of Aldermen of the City (the "**Governing Body**") on November 7, 2017, authorizing the sale and issuance of the City Bond and approving the sale and issuance of the Bonds (the "**City Bond Resolution**" and collectively with the Bank Resolution, the "**Bond Resolutions**"), and a City Bond Purchase Agreement between the City and the Bank (the "**City Bond Purchase Agreement**"). The City Bond is a general obligation of the City and represents a pledge of the full faith, credit and tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due and as provided in the City Bond Resolution.

2. **Preliminary Official Statement and Official Statement.** A Preliminary Official Statement of the Bank, dated ____, 20__ (the "**Preliminary Official Statement**"), has been distributed in connection with the Bonds, and an Official Statement of the Bank, to be dated the date hereof, will be delivered as hereinafter set forth in this Paragraph 2. The final Official Statement as it may be amended or supplemented, with the written consent of the Bank and the Underwriter, is hereinafter called the "**Official Statement**."

The Bank and the City hereby approve the use of the Preliminary Official Statement, the Official Statement and the information therein contained by the Underwriter in connection with the public offering and the sale of the Bonds. As required by Rule 15c2-12 promulgated by the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934, as amended ("**Rule 15c2-12**"), the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board (the "**MSRB**"). The Bank and the City hereby approve of and ratify the use by the Underwriter on or before the date hereof of the Preliminary Official Statement in connection with the prospective offering of the Bonds prior to the date hereof. The Bank and the City have duly authorized, approved and delivered the Preliminary Official Statement to the Underwriter; the Bank and the City have deemed the Preliminary Official Statement final as of the date of the Bond Resolutions, except for the omission of the following information: offering, prices, interest rates, selling compensation, aggregate principal amount of

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the Bonds, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters permitted to be omitted in accordance with Paragraph (b)(1) of Rule 15c2-12; and the Bank has duly authorized, approved and will execute the Official Statement on or prior to the Closing and shall deliver the same in final printed form subject to the provisions of Paragraph 9 hereof to permit the Underwriter to comply with Paragraph 9(b)(4) of Rule 15c2-12 and the rules of the MSRB, within seven (7) business days from the date hereof. The Bank and the City have delivered a "deemed final" certificate to the Underwriter, dated the date hereof, to evidence compliance with Rule 15c2-12 to the date hereof (the "**Deemed Final Certificate**"), in substantially the form attached hereto as **Exhibit B**.

3. **Establishment of Issue Price.**

(a) The Underwriter agrees to assist the Bank in establishing the issue price of the Securities and shall execute and deliver to the Bank at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit D**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Bank and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Securities. [All actions to be taken by the Bank under this section to establish the issue price of the Securities may be taken on behalf of the Bank by the Bank's municipal advisor identified herein and any notice or report to be provided to the Bank may be provided to the Bank's municipal advisor.]

(b) [Except as otherwise set forth in Schedule [A] attached to Exhibit D hereto,] the Bank will treat the first price at which 10% of each maturity of the Securities (the "10% test" [see drafter's note below]) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Bank the price or prices at which it has sold to the public each maturity of Securities. If at that time the 10% test has not been satisfied as to any maturity of the Securities, the Underwriter agrees to promptly report to the Bank the prices at which it sells the unsold Securities of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Securities of that maturity or until all Securities of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Securities to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule [A] attached to Exhibit D hereto, except as otherwise set forth therein. Schedule A attached to Exhibit D also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Securities for which the 10% test has not been satisfied and for which the Bank and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Bank to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Securities, the Underwriter will neither offer nor sell unsold Securities of that maturity to any person at a price that is higher than

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the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Bank when it has sold 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Securities to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Securities of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Securities of that maturity or all Securities of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Bank acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Securities to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Securities to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Bank further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Securities.

(e) The Underwriter acknowledges that sales of any Securities to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Bank (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Securities to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Securities to the public (including a member of a

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selling group or a party to a retail distribution agreement participating in the initial sale of the Securities to the public),

- (iii) a purchaser of any of the Securities is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (H) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

4. **Representations and Warranties of the Bank.** The Bank represents and warrants to, and agrees with the Underwriter that:

(a) The Bank is a public body corporate and politic of the State of Mississippi (the "State"). The Board of Directors of the Bank is duly organized and existing under the Constitution and laws of the State with the powers and authority, among others, set forth in Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Bank Act"), and is authorized to issue the Bonds and otherwise to act on behalf of the Bank in connection with the sale and issuance of the Bonds.

(b) The Board of Directors, acting for and on behalf of the Bank, has full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the City Bond Purchase Agreement and the Indenture, to adopt the Bank Resolution, to accept and assign the City Bond and to sell, issue and deliver the Bonds to the Underwriter as provided herein and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement, the Indenture, the Bank Resolution and the Official Statement.

(c) By official action of the Board of Directors prior to or concurrently with the acceptance hereof, the Board of Directors has duly adopted the Bank Resolution, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the Bank of the obligations of the Bank contained in the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the Bonds and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Official Statement and this Bond Purchase Agreement.

(d) Neither the Bank nor the Board of Directors is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any

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applicable judgment or decree or any agreement or other instrument to which either the Bank or the Board of Directors is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Bank or the Board of Directors, the Bank Resolution, the Indenture, the City Bond Purchase Agreement, this Bond Purchase Agreement or the issuance of the Bonds, and no event has occurred and is continuing, which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement and the Bonds and the adoption of the Bank Resolution and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the Bank or the Board of Directors is a party or is otherwise subject.

(e) At the time of the Bank's acceptance hereof, the Preliminary Official Statement as it pertains to the Bank does not contain any untrue statement of a material fact or omit to state a 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.

(f) No summons or complaint or any other notice or document has been served upon or delivered to the Bank or the Board of Directors or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the Bank or the Board of Directors, threatened against the Bank or the Board of Directors, affecting the existence of the Bank or the Board of Directors, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds or the tax exempt status of the Bonds, the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the acceptance and assignment of the City Bond to the Trustee or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the Bank or the Board of Directors or any authority for the issuance of the Bonds, the adoption of the Bank Resolution, the acceptance and assignment of the City Bond or the execution or acceptance of this Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement or the Bank's performance thereunder, nor is there any controversy or litigation pending or, to the best knowledge of the Bank or the Board of Directors, threatened, nor, to the best of the knowledge of the Bank and the Board of Directors, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the City Bond or this Bond Purchase Agreement.

(g) Except as otherwise provided herein, (i) the Bank Resolution, the Indenture, the City Bond Purchase Agreement, this Bond Purchase Agreement and the Bonds conform to the description thereof contained in the Preliminary Official Statement, and (ii) the Bonds and the Indenture will constitute valid, legally binding and enforceable obligations of the Bank.

(h) The proceeds from the sale of the Bonds will be used or applied as is provided in the Indenture and the Preliminary Official Statement.

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5. **Representations and Warranties of the City.** The City represents and warrants to, and agrees with the Underwriter that:

(a) The City is a public body corporate and a political subdivision of the State and a "local governmental unit" within the meaning of the Bank Act. The Governing Body of the City is duly organized and existing under the Constitution and laws of the State and is authorized, pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "City Act" and together with the Bank Act, the "Act"), to issue the City Bond under the terms and provisions of the City Bond Resolution, under which the City's obligations on the City Bond arise, and otherwise to act on behalf of the City in connection with the execution of the City Bond Purchase Agreement and the execution and delivery of the City Bond.

(b) The Governing Body, acting for and on behalf of the City, have full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the Continuing Disclosure Certificate executed by the City (the "Continuing Disclosure Certificate") and the City Bond Purchase Agreement, to execute, issue and deliver the City Bond to the Bank as provided in the City Bond Resolution and the City Bond Purchase Agreement and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond Purchase Agreement, the City Bond, the City Bond Resolution and the Official Statement.

(c) By official action of the Governing Body prior to or concurrently with the acceptance hereof, the Governing Body has duly adopted the City Bond Resolution and has duly approved the execution and delivery by the Mayor of the Governing Body (the "Mayor") and City Clerk of the City (the "City Clerk"), and/or any Authorized Officer of the City (as defined in the Bond Resolution) of this Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond Purchase Agreement and the City Bond, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the City of the obligations of the City contained in, the City Bond, the Continuing Disclosure Certificate, the City Bond Purchase Agreement and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Preliminary Official Statement and this Bond Purchase Agreement.

(d) Neither the City nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the City or the Governing Body, the City Bond Resolution or the issuance of the City Bond and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the City Bond, the adoption of the City Bond Resolution, the execution and delivery of the City Bond Purchase Agreement and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject.

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(e) The Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement and the City Bond, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement and the City Bond, in the light of the circumstances under which they were made, not misleading.

(f) The financial statements and the statistical and financial information of the City referred to or contained in the Preliminary Official Statement with respect to the Bonds are, and as to the Official Statement (including any and all supplements and amendments thereto) will, present fairly the financial position of the City as of the dates indicated therein and the results of operations for the periods specified therein, and the financial statements therein have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects with respect to the periods involved.

(g) Between the date of this Bond Purchase Agreement and the Closing, neither the City nor the Governing Body on behalf of the City, will, without the prior written consent of the Underwriter, which consent will not be unreasonably withheld, issue any bonds, notes or other obligations for borrowed money.

(h) No summons or complaint or any other notice or document has been served upon or delivered to the City or the Governing Body or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City or the Governing Body, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance or delivery of the City Bond, or in any way contesting or affecting the validity or enforceability of the City Bond Resolution, the Continuing Disclosure Certificate, the City Bond Purchase Agreement, the City Bond, the tax exempt status of the interest on the Bonds, or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the City or the Governing Body or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution, the Continuing Disclosure Certificate, the City Bond Purchase Agreement and this Bond Purchase Agreement, or the City's performance thereunder, nor is there any controversy or litigation pending, or to the best knowledge of the City or the Governing Body, threatened, nor, to the best of the knowledge of the City and the Governing Body, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the Bonds, the validity or enforceability of the City Bond, the City Bond Resolution, the Continuing Disclosure Certificate, the City Bond Purchase Agreement or this Bond Purchase Agreement.

(i) The proceeds from the sale of the City Bond to the Bank by the City as evidenced by the City Bond Purchase Agreement and the City Bond will be used or applied as provided in

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the City Bond Resolution, the City Bond Purchase Agreement and the Preliminary Official Statement.

(j) The City will undertake, pursuant to the Continuing Disclosure Certificate, to provide annual reports and notices of certain events in connection with the Bonds for the benefit of the holders of the Series 2017 Bonds and to deliver, or cause to be delivered, to (a) the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Assess system (EMMA), in the electronic format then prescribed by the Securities and Exchange Commission pursuant to Rule 15c2-12, and (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule, the information described in the Continuing Disclosure Certificate, together with any identifying information or other information then required to accompany the applicable filing.

(k) Except as otherwise provided herein, (i) the City Bond Resolution, the Continuing Disclosure Certificate, the City Bond Purchase Agreement and the City Bond conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the City Bond, when issued and delivered in accordance with the City Bond Resolution and the City Bond Purchase Agreement, will be a validly issued and outstanding general obligation of the City secured by a pledge of its of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and (iii) the City Bond Purchase Agreement, the Continuing Disclosure Certificate, this Bond Purchase Agreement and the City Bond will constitute valid, legally binding and enforceable obligations of the City.

6. Further Representations and Warranties of the Bank. The Bank further represents and warrants to, and agrees with the Underwriter that:

(a) The Bank will furnish such information, execute such instruments and take such other reasonable action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Bank shall not be required to consent to service of process in any state or place where such is not provided by the laws of such state.

(b) No consent, approval, authorization or order of or filing, registration or declaration with any court or government agency or body is required for the sale, issuance or delivery of the Bonds or the consummation of the other transactions effected or contemplated herein or thereby, except such as may be required under the Blue Sky or other securities laws or regulations of any jurisdiction in connection with the offer and sale of the Bonds by the Underwriter, or if any such consent, approval or authorization is required, the Bank will obtain it

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prior to the date of the Closing and will provide evidence to the Underwriter that the same has been obtained.

(c) Except as otherwise provided herein, (i) the Bank Resolution, the Indenture, the City Bond Purchase Agreement, this Bond Purchase Agreement, the City Bond and the Bonds conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the Bonds, when validly issued, authenticated and delivered in accordance with the Bank Resolution and the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the Bank entitled to the benefits and security of the Bank Resolution and the Indenture, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and will constitute valid, legally binding and enforceable limited obligations of the Bank, and (iii) the Bank Resolution and the Indenture will constitute valid, legally binding and enforceable obligations of the Bank.

(d) In order for the Underwriter to comply with Rule 15c2-12, the Bank:

- (i) Represents and warrants that, if, after the date of this Bond Purchase Agreement and until twenty-five (25) days after the "end of the underwriting period", as such term is defined in Rule 15c2-12, any event shall occur, and be known to the Bank, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, it will notify the Underwriter (and for the purposes of this paragraph (i) of this subsection (d) to provide the Underwriter with such information as it may from time to time reasonably request), and it will forthwith prepare and furnish, at the expense of the City (in a form and manner reasonably acceptable to the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with all applicable laws and regulations;
- (ii) Represents and warrants that, at the time of the Bank's acceptance hereof, and unless an event of the nature described in paragraph (i) of this subsection (d) occurs, at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and
- (iii) Represents and warrants that, if the Official Statement is supplemented or amended pursuant to paragraph (i) of this subsection (d), at the time of each supplement or amendment thereto and (unless an event of the nature

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described in paragraph (i) of this subsection (d) subsequently occurs) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

- (iv) Unless otherwise notified in writing by the Underwriter by the date of Closing, the Bank can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing. In the event such notice is so given in writing by the Underwriter, the Underwriter agree to notify the Bank in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12. The "end of the underwriting period" as used in this Bond Purchase Agreement shall mean the date of Closing or such later date as to which notice is given by the Underwriter in accordance with the preceding sentence; and

(e) The proceeds from the sale of the Bonds will be used or applied as is provided in the Bank Resolution, the Indenture and the Preliminary Official Statement.

7. **Closing.** The Bank will deliver the Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("**DTC**") as directed by the Underwriter against payment of the purchase price therefore by wire transfer of immediately available funds to the Trustee at or prior to 9:00 o'clock a.m., Central Daylight Time, on _____, 20____, or such other place, time or date as shall be mutually agreed upon by the Bank and the Underwriter. The Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Underwriter shall request at least three (3) days prior to the date of the Closing. The Bonds may be in printed, engraved, typewritten or photocopied form and each such form shall constitute "definitive form." The legal documents required by this Bond Purchase Agreement, the Indenture and the Official Statement shall be delivered to the parties hereto at the offices of Bond Counsel in Ridgeland, Mississippi, on such date or such other date corresponding with the payment for and delivery of the Bonds, and contemporaneously with such payment and delivery.

8. **Closing Conditions.** The Underwriter have entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Bank and the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Bank and the City of their obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriter' obligations under this Bond Purchase Agreement to purchase and pay for the Bonds shall be subject to the performance by the Bank and the City of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

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(a) The representations and warranties of the Bank and the City contained herein shall be true, complete and correct as of the date hereof, and on and as of the date of Closing with the same effect as if made on the date of Closing.

(b) At the time of the Closing, the Indenture and the Bond Resolutions shall be in full force and effect, and shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(c) At the time of Closing, all official action of the Bank and the City relating to this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions, the Continuing Disclosure Certificate, the City Bond Purchase Agreement and the City Bond shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(d) The Bank and the City shall not have, subsequent to the date hereof and prior to Closing, failed to pay principal or interest when due on any of their obligations for money borrowed wherein such failure, if any, would have a material adverse impact on their ability to perform in accordance with this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions or the City Bond except as set forth in the Official Statement.

(e) The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Bonds by notifying the Bank and the City of its election to do so if, after the execution hereof and prior to the Closing: (i) any legislation, ordinance, rule or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; (ii) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the registration provisions of the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or the Securities Exchange Act of 1934, as amended and as then in effect (the "Exchange Act"), or the qualification provisions of the Indenture of Trust Act of 1939, as amended and as then in effect (the "Indenture of Trust Act"), or any applicable "Blue Sky" or other state securities law; (iii) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or other requirements of the Securities Act, or that the Indenture is not exempt from qualification under or other requirements of the Indenture of Trust Act; (iv) any event shall have occurred, or information become known, which makes untrue in any material respect any statement or information contained in the Official Statement as originally circulated or as of the date hereof, or has the effect that the Official Statement as originally circulated or as of the date hereof contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances

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under which they were made, not misleading; (v) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, which materially adversely affects the market price of the Bonds; (vi) the New York Stock Exchange, Inc. or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter; (vii) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Bank or the City which materially adversely affects the market price of the Bonds; (viii) the President of the United States, the Office of Management and Budget, the Securities and Exchange Commission, the Federal Reserve Board, the Department of Treasury, the Internal Revenue Service or any other governmental body, department, agency or instrumentality of the United States shall take or propose to take any action or implement or propose regulations or rulings which materially adversely affects the market price of the Bonds or causes the Official Statement to be misleading in any material respect; (ix) any action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body is pending or threatened against or affecting the Bank or the City with regard to the validity of the Bonds, the ability to levy for the payment of the Bonds or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated herein or any agreement or instrument to which the Bank or the City is a party; (x) any rating of the Bonds shall have been downgraded or withdrawn by a national rating service, which materially adversely affects the market price of the Bonds; (xi) a default shall occur in the payment of principal of or interest on outstanding obligations of the Bank or the City, which materially and adversely affects the market for the Bonds; (xii) the City shall fail to execute and deliver the Continuing Disclosure Certificate; or (xiii) the marketability of the Bonds or the market price thereof has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets.

(f) At or prior to the Closing, the Underwriter shall have received each of the following documents:

- (i) The Official Statement, together with any supplements or amendments to the Official Statement in the event that the Official Statement has been supplemented or amended, executed on behalf of the Bank by the Executive Director of the Bank (the "Executive Director") or the Chairman/President of the Board of Directors of the Bank (the "Chairman");
- (ii) A copy of the Bank Resolution certified as of the date of the Closing by the Secretary of the Bank (the "Secretary") or the Assistant Secretary of the Bank (the "Assistant Secretary") as having been duly adopted by the Board of Directors and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;
- (iii) A copy of the City Bond Resolution certified as of the date of the Closing by the City Clerk of the Governing Body as having been duly adopted by

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the Governing Body and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

- (iv) Executed copies of the Indenture, the Continuing Disclosure Certificate, this Bond Purchase Agreement, the City Bond Purchase Agreement and the City Bond, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;
- (v) The unqualified opinion, dated the date of the Closing, of Bond Counsel in substantially the form attached to the Preliminary Official Statement and incorporated herein by this reference thereto, and a letter from such Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;
- (vi) An opinion, dated the date of the Closing and addressed to the Underwriter, of Balch & Bingham LLP (the "Bank's Counsel"), to the effect that (A) the Bank and the Board of Directors are duly organized and existing under the laws of the State, including the Bank Act; (B) the Bank Resolution has been duly adopted by the Board of Directors on behalf of the Bank which has full power and authority to perform its obligations thereunder; (C) this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement and the Indenture have been duly authorized, executed and delivered, or accepted, by the Board of Directors on behalf of the Bank; (D) the Bank Resolution, the Bonds, the City Bond Purchase Agreement and the Indenture constitute, assuming the valid authorization, execution and delivery by the other parties thereto, legal and binding obligations of the Bank, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery or performance by the Bank of this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement and the Indenture conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law including the Act; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance, or acceptance of, by the Bank of this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement and the Indenture have been obtained or accomplished; (G) the Board of Directors on behalf of the Bank has duly approved the form of and authorized the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds by the Underwriter; (H) the Bonds, the Indenture, the City Bond Purchase Agreement and the Bank Resolution conform as to

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form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (I) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data and "TAX MATTERS" or Appendices A, B, C and D, included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state 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, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a 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;

- (vii) An opinion, dated the date of the Closing and addressed to the Underwriter, of Butler Snow, LLP, Southaven, Mississippi (the "City Counsel"), to the effect that (A) the City and the Governing Body are duly organized and existing under the laws of the State and the City is a "local governmental unit" under the Bank Act; (B) the City Bond Resolution has been duly adopted by the Governing Body acting for and on behalf of the City which has full power and authority to perform its obligations thereunder; (C) this Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond Purchase Agreement and the City Bond have been duly authorized, executed and delivered, or approved, by the Governing Body on behalf of the City; (D) the City Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond and the City Bond Resolution constitute, assuming the valid authorization, execution and delivery by the other parties thereto, if any, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery nor performance by the City of this Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond Purchase Agreement, the City Bond and the City Bond Resolution conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance by the City of this Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond Purchase Agreement and the City Bond have been obtained or accomplished; (G) the City Bond Purchase Agreement, the Continuing

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Disclosure Certificate, the City Bond and the City Bond Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (H) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, they have no reason to believe that, as of the date of the Closing, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the Continuing Disclosure Certificate, the City Bond Purchase Agreement and the City Bond, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the Continuing Disclosure Certificate, the City Bond Purchase Agreement and the City Bond, in the light of the circumstances under which they were made, not misleading;

- (viii) The opinion, dated the date of the Closing and addressed to the Underwriter, of Bond Counsel to the effect that (A) the Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary, in connection with the public offering and sale of the Bonds, to register the Bonds under said Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939;
- (ix) A certificate, dated the date of the Closing and signed by the Executive Director or Chairman and Secretary or Assistant Secretary of the Bank to the effect that (A) the representations and warranties of the Bank contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the Bank or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the Bank or the Board of Directors, affecting the existence of the Bank or the Board of Directors, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or in any way contesting or affecting the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the City Bond Purchase Agreement, the Indenture or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official

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Statement, or contesting the powers of the Bank, the Board of Directors or any authority for the issuance of the Bonds, the adoption of the Bank Resolution or the execution or acceptance of this Bond Purchase Agreement, the City Bond Purchase Agreement and the Indenture, nor is there any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor, wherein any unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the City Bond Purchase Agreement, the Indenture or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in their sole discretion, accept certificates or opinions of the Bank's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the Bank or Board of Directors has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a 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; and (D) the Bank and the Board of Directors have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

- (x) A certificate, dated the date of the Closing and signed by the Mayor and/or City Clerk of the Governing Body to the effect that (A) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the City or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the execution or delivery of the City Bond, or in any way contesting or affecting the tax exempt status of the interest on the Bonds or the validity or enforceability of the City Bond, the City Bond Resolution, the Continuing Disclosure Certificate, the City Bond Purchase Agreement or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the City, the Governing Body or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution or the execution or approval of this Bond Purchase Agreement, the Continuing Disclosure Certificate and the

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City Bond Purchase Agreement nor is any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor wherein any unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the City Bond, the City Bond Resolution, the Continuing Disclosure Certificate, the City Bond Purchase Agreement or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the City's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the City or Governing Body has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a 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; and (D) the City and the Governing Body have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

- (xi) A certificate or agreement, dated the date of Closing, signed by the Bank and the City, in a form acceptable to Bond Counsel and the Underwriter, with respect to the compliance by the Bank with applicable arbitrage and other applicable requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (hereinafter called the "**Code**"), to support the conclusion that the Bonds will not be "arbitrage bonds" under the Code;
- (xii) A certificate or agreement, dated the date of Closing, signed by the Mayor of the Governing Body or the City Clerk of the City, in a form acceptable to Bond Counsel and the Underwriter, with respect to the compliance by the City with applicable arbitrage and other applicable requirements of the Code to support the conclusion that the Bonds will not be "arbitrage bonds" under the Code;
- (xiii) The unqualified final decree of the Chancery Court of the First Judicial City of Hinds County, Mississippi validating the Bonds, in customary form, and the unqualified final decree of the Chancery Court of DeSoto County, Mississippi validating the City Bond, in customary form;
- (xiv) A certified copy of a transcript of all proceedings taken by the Bank relating to the authorization and issuance of the Bonds and the execution and delivery of the Indenture and the City Bond Purchase Agreement;

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- (xv) A certified copy of a transcript of all proceedings taken by the City and relating to the execution and delivery of the City Bond Purchase Agreement and the City Bond;
- (xvi) The Underwriter shall have received a certificate, dated the date of Closing and signed by an authorized officer of the Trustee, to the effect that (A) such officer is an authorized officer of the Trustee, (B) the Indenture has been duly executed and delivered by the Trustee, (C) the Trustee has all necessary corporate and trust powers required to carry out the trust created by the Indenture, (D) to the best of such officer's knowledge, the acceptance by the Trustee of the duties and obligations of the Trustee under the Indenture and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Trustee is subject or by which the Trustee is bound, and (E) the Trustee has duly authenticated the Bonds, and the person signing the certificate of authentication on each Bond has been duly authorized to do so;
- (xvii) A certificate, dated the date of the Closing, signed by the Executive Director or Chairman and the Secretary or the Assistant Secretary of the Bank, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the Bank occupying the offices indicated opposite their names, (B) the members of the Board of Directors at all times relevant to the sale and issuance of the Bonds are as set forth therein, (C) the Executive Director or Chairman and the Secretary or the Assistant Secretary of the Bank have executed the Bonds by causing their signatures to be affixed to each Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal, which is imprinted on each of said Bonds and on such certificate is the official seal of the Bank;
- (xviii) A certificate, dated the date of the Closing, signed by the Mayor and City Clerk of the Governing Body, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the City occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the execution and delivery of the City Bond Purchase Agreement and the City Bond and the issuance thereof, are as set forth therein, (C) the Mayor and City Clerk or an Authorized Officer of the Governing Body have executed the City Bond Purchase Agreement and the City Bond by causing their signatures to be affixed to the City Bond Purchase Agreement and the City Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal which is imprinted on the City Bond Purchase Agreement, the City Bond and on such certificate, is the official seal of the City;

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- (xix) A certificate, dated the date of the Closing, signed by the Executive Director or Chairman and the Secretary or the Assistant Secretary of the Bank, to the effect that nothing has come to their attention which would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Executive Director or Chairman and the Secretary or the Assistant Secretary of the Bank may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;
- (xx) A certificate, dated the date of the Closing, signed by the Mayor and City Clerk of the Governing Body, to the effect that nothing has come to their attention that would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact that should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Mayor and the City Clerk may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;
- (xxi) A certificate of Trustmark National Bank, Jackson, Mississippi, as paying agent for the City Bond, in form and substance acceptable to the Underwriter and Bond Counsel;
- (xxii) A copy of the Letter of Representation to DTC from the Bank;
- (xxiii) A copy of the rating letter from _____;
- (xxiv) To the extent not otherwise included herein, a copy of each of the documents described in Section 2.04 of the Indenture; and
- (xxv) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations and warranties contained herein and of the statements and information of the Bank and the City contained in the Official Statement and the due performance or satisfaction by the Bank and the City at or prior to the date of the Closing of all agreements then to be performed and all the conditions then to be satisfied by the Bank and the City.

Minutes, City of Southaven, Southaven, Mississippi

(g) The executed and authenticated Bonds shall have been delivered as provided in Paragraph 7 thereof.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof but only if they are delivered to the Underwriter in form and substance satisfactory to the Underwriter and Bond Counsel.

If the Bank and the City, in good faith, shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement (unless the Underwriter waives and/or consents to the inability to satisfy such conditions), or if such obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter, nor the Bank and the City shall be under further obligation hereunder.

Expenses. Expenses incident to the performance of the obligations of the Bank and the City hereunder including but not limited to: (a) the cost of the preparation of the Indenture, the Continuing Disclosure Certificate, the City Bond Purchase Agreement, the City Bond, the Bond Resolutions, the Preliminary Official Statement and the Official Statement; (b) the cost of the preparation and printing of the definitive Bonds; (c) the fees and disbursements of Bond Counsel, City's Counsel; Underwriter's Counsel, if applicable and Trustee's Counsel, if applicable (d) the fees and disbursements of the Bank's Counsel and experts, Municipal Advisor or consultants retained by the Bank or the City, Trustee's fees, Paying Agent's fees; (e) fees for bond ratings, if any; (f) the cost of preparation and printing of the Preliminary Official Statement and the Official Statement in sufficient quantity (but not to exceed 150 copies) to permit the Underwriter to comply with the requirements of Rule 15c2-12; and (h) the cost of the preparation of this Bond Purchase Agreement, shall be paid from the proceeds of the Bonds. Neither the Bank nor the City shall be required to pay any such costs or to reimburse any party for any such expenses other than from the proceeds of the Bonds. Except as provided in this Paragraph 9, the Underwriter shall pay: (x) all advertising expenses in connection with the public offering of the Bonds; (y) the cost of any copies of the Official Statement in excess of said copy limitations; and (z) all other expenses incurred by it in connection with its public offering and distribution of the Bonds. The City shall pay for expenses (included in the expense component of the spread) incurred on behalf of City's employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation and lodging of those employees.

10. Underwriting. The Bank and the City acknowledge and agree that: (i) the primary role of the Underwriter is to purchase bonds for resale to investors in an arms-length commercial transaction between the Bank, the City and the Underwriter, and that the Underwriter has financial and other interests that differ from those of the Bank and the City, (ii) the Underwriter are not acting as a municipal advisor, financial advisor or fiduciary to the Bank or the City or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Bank or the City with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter have provided other services or is currently providing other services to the Bank or the City on other matters), (iii) the only obligations the Underwriter have to the Bank and the City with respect to the transaction contemplated hereby expressly are set forth in this Bond

Minutes, City of Southaven, Southaven, Mississippi

Purchase Agreement, and (iv) the Bank and the City have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate in connection with the transaction contemplated herein. The City has hired Government Consultants, Inc., Madison, Mississippi as its municipal advisor in connection with this transaction.

11. Notices. Any notice or other communication to be given to the Bank and the City under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses 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 North Front Street, 17th Floor, Memphis, Tennessee 38103.

12. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of the Bank, the City and the Underwriter contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, the Bank and the City; (b) delivery of any payment for the Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

13. Governing Law This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by duly authorized officers of the Bank and the City and shall be valid and enforceable as of the time of such acceptance.

14. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. Entire Agreement. This Bond Purchase Agreement, when accepted by the Bank and the City in writing as heretofore specified, shall constitute the entire agreement among the parties hereto with respect to the offer and sale of the Bonds and the transactions related thereto, as set forth herein.

Minutes, City of Southaven, Southaven, Mississippi

If you agree with the foregoing, please sign this Bond Purchase Agreement in the space provided below and return one copy so executed to each of the Underwriter, the Bank and the City, whereby this Bond Purchase Agreement shall then become a binding agreement among the Underwriter, the Bank and the City.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By _____

Title _____

ACCEPTED:

This ____ day of _____, 2017.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ACCEPTED:

This ____ day of _____, 2017.

CITY OF SOUTHAVEN, MISSISSIPPI,

By _____
Mayor

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

MATURITY SCHEDULE

Year of Maturity (__ 1)	Principal Amount	Interest Rate	Yield	Price
-------------------------------	---------------------	------------------	-------	-------

20__**

*Priced to call date of ____.

**Term Bonds subject to mandatory sinking fund redemption as follows:

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

***Final Maturity

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

DEEMED FINAL CERTIFICATE

\$6,000,000

MISSISSIPPI DEVELOPMENT BANK

SPECIAL OBLIGATION BONDS, SERIES 2017

(CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

RULE 15C2-12 CERTIFICATE OF THE BANK AND THE CITY

The undersigned hereby certify to Raymond James & Associates, Inc., Memphis, Tennessee (the "**Underwriter**"), that they are authorized to execute and deliver this Certificate and further certify on behalf of the Bank and the City:

1. This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (the "**Rule**") in connection with the offering and sale of the Bank's \$6,000,000 Special Obligation Bonds, Series 2017 (City of Southaven, Mississippi General Obligation Bond Project) (the "**Bonds**").
2. In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated ____, 20__, setting forth information concerning the Bonds, the Bank and the City and certain other matters (the "**Preliminary Official Statement**").
3. As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.
4. The information contained in the Preliminary Official Statement is final within the meaning of the Rule as of its date except for the Permitted Omissions.
5. To the best of the knowledge of the Bank and the City, the information contained in the Preliminary Official Statement pertaining to the Bank and the City does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in the light of the circumstances under which they were made, not misleading.

If, at any time before the earlier of (1) receipt of notice from the Underwriter that Final Official Statements (as defined in the Rule) with respect to the Bonds are no longer required to be delivered under the Rule or (2) 90 days after the underwriting period of the Bonds by the Underwriter, any event occurs as a result of which the information contained in the Final Official Statement would no longer be true and correct or would no longer be the most recently available information, the Bank or the City shall promptly notify the Underwriter of such event or shall update such information so that it is the most recent available and provide such updated information to the Underwriter.

Minutes, City of Southaven, Southaven, Mississippi

IN WITNESS WHEREOF, we have hereunto set our hands to be effective this ____ day of ____,
2017.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

CITY OF SOUTHAVEN, MISSISSIPPI,

By _____
Mayor

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT C

REDEMPTION PROVISIONS

Optional Redemption. The Series 2017 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after __ 1, 20__ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after __ 1, 20__, at par, plus accrued interest to the date of redemption thereof. Selection of the Series 2017 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

Mandatory Sinking Fund Redemption. The Series 2017 Bonds maturing on __ 1, 20__ are term bonds subject to mandatory sinking fund redemption prior to their scheduled maturity on __ 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

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

*Final Maturity

In the event less than all of the Series 2017 Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Series 2017 Bonds to be redeemed by lot within a selected maturity, provided that Series 2017 Bonds shall be redeemed only in whole multiples of \$5,000.

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT D

\$6,000,000

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2017
(CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc., Memphis, Tennessee "Raymond James"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. *Sale of the General Rule Maturities.* As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. *Initial Offering Price of the Hold-the-Offering-Price Maturities.*

(a) Raymond James offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, Raymond James has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. *Defined Terms.*

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Raymond James has sold at least 10% of

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such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Mississippi Development Bank.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

3. Yield.

The yield on the Bonds has been calculated to be not less than []%. The [] maturities were treated as having been redeemed on the optional redemption date that produces the lowest yield on such maturities.

4. Weighted Average Maturity.

The weighted average maturity of the Bonds has been calculated to be [] years.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the City of Southaven, Mississippi (the "City") with respect to certain of the representations set forth in the Arbitrage Certificate of the Issuer and the City and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer and the City from time to time relating to the Bonds.

[Signature Page Follows]

Minutes, City of Southaven, Southaven, Mississippi

RAYMOND JAMES & ASSOCITES, INC.

By: _____

Name: _____

Dated: [ISSUE DATE]

Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

Minutes, City of Southaven, Southaven, Mississippi

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2017

NEW ISSUE-BOOK-ENTRY ONLY

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

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2017 Bonds (as defined below) is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein). Such excludability is conditioned on continuing compliance with certain tax covenants of the Bank (as defined below) and the City (as defined below). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2017 Bonds is exempt from all income taxation in the State of Mississippi. See "TAX MATTERS" herein and "APPENDIX D - FORM OF BOND COUNSEL OPINION" attached hereto.

\$6,000,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2017
(SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

Dated: _____ Date of Delivery

DUE: _____ 1, as shown on inside front cover

The Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) (the "Series 2017 Bonds"), are being issued by the Mississippi Development Bank (the "Bank"), will be dated the date of delivery thereof and will bear interest from that date to their respective maturities in the amounts and at the rates set forth on the inside cover. The Series 2017 Bonds will be dated the date of delivery, and will bear interest from that date to their respective maturities in the amounts and at the rates set forth below. The Series 2017 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2017 Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Series 2017 Bonds will not receive physical delivery of certificates representing their interests in the Series 2017 Bonds. Interest on the Series 2017 Bonds is payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 2017. So long as DTC or its nominee is the Registered Owner of the Series 2017 Bonds, interest, together with the principal of and redemption premium, if any, on the Series 2017 Bonds will be paid directly to DTC by Trustmark National Bank, Jackson, Mississippi, Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE SERIES 2017 BONDS -- Book-Entry-Only System."

The Series 2017 Bonds are issued by the Bank for the principal purpose of providing funds for the purchase of the City Bond (as defined herein) being issued by the City of Southaven, Mississippi (the "City"), as more fully described in this Official Statement.

The Series 2017 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2017 BONDS -- Redemption."

THE SERIES 2017 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND ARE PAYABLE SOLELY OUT OF THE TRUST ESTATE OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, INCLUDING THE CITY BOND AND PAYMENTS DERIVED THEREFROM, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2017 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI, OR A PLEDGE OF THE FULL FAITH AND CREDIT, TAXING POWER OR MORAL OBLIGATION OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF; PROVIDED, HOWEVER, THAT THE CITY BOND IS SECURED BY THE FULL FAITH AND CREDIT AND TAXING POWER OF THE CITY. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2017 BONDS ARE MORE FULLY DESCRIBED HEREIN. THE BANK HAS NO TAXING POWER.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2017 Bonds are offered subject to the final approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, its counsel, and for the City by Butler Snow, LLP, Southaven, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the Municipal Advisor to the Bank in connection with the sale and issuance of the Series 2017 Bonds. The Series 2017 Bonds are expected to be available in definitive form for delivery on or about _____, ____.

RAYMOND JAMES

The date of this Official Statement is _____, ____.

the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Minutes, City of Southaven, Southaven, Mississippi

SERIES 2017 BONDS*

MATURITY SCHEDULE

Year of Maturity	Principal Amount	Interest Rate	Yield	CUSIP ¹
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\$_____,000 _____% Term Bonds due __ 1, 20____, Priced to Yield _____%, Cusip No. _____

¹ The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2017 Bonds only, and the Bank, the City and the Underwriters do not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2017 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2017 Bonds.

* Preliminary and subject to change.

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THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2017 BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2017 BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE SERIES 2017 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

UPON ISSUANCE, THE SERIES 2017 BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2017 BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE BANK AND THE PURCHASERS OR HOLDERS OF THE SERIES 2017 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2017 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE PRICES AT WHICH THE SERIES 2017 BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE INSIDE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS. IN ORDER TO FACILITATE DISTRIBUTION OF THE SERIES 2017 BONDS, THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICE OF THE SERIES 2017 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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THIS OFFICIAL STATEMENT CONTAINS FORECASTS, PROJECTIONS AND ESTIMATES THAT ARE BASED ON EXPECTATIONS AND ASSUMPTIONS WHICH EXISTED AT THE TIME SUCH FORECASTS, PROJECTIONS AND ESTIMATES WERE PREPARED. IN LIGHT OF THE IMPORTANT FACTORS THAT MAY MATERIALLY AFFECT ECONOMIC CONDITIONS OF THE STATE, THE UNITED STATES OF AMERICA, THE CITY AND HINDS COUNTY, MISSISSIPPI, THE INCLUSION IN THIS OFFICIAL STATEMENT OF SUCH FORECASTS, PROJECTIONS AND ESTIMATES SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE BANK, THE CITY OR THE UNDERWRITER THAT SUCH FORECASTS, PROJECTIONS AND ESTIMATES WILL OCCUR. SUCH FORECASTS, PROJECTIONS AND ESTIMATES ARE NOT INTENDED AS REPRESENTATIONS OF FACT OR GUARANTEES OF RESULTS.

IF AND WHEN INCLUDED IN THIS OFFICIAL STATEMENT, THE WORDS "EXPECTS," "FORECASTS," "PROJECTS," "INTENDS," "ANTICIPATES," "ESTIMATES" AND ANALOGOUS EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS AND ANY SUCH STATEMENTS INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHERS, GENERAL ECONOMIC AND BUSINESS CONDITIONS, CHANGES IN POLITICAL, SOCIAL AND ECONOMIC CONDITIONS, REGULATORY INITIATIVES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS, LITIGATION AND VARIOUS OTHER EVENTS, CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE BANK AND THE CITY. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT. THE BANK DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO RELEASE PUBLICLY ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE BANK'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY, AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTIONS OF THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 20__ BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

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OFFICIAL STATEMENT

\$6,000,000*

MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

INTRODUCTION

The purpose of this Official Statement, including its APPENDICES, is to set forth certain information concerning the sale and issuance by the Mississippi Development Bank (the "**Bank**") of its Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) (the "**Series 2017 Bonds**"), issued in the aggregate principal amount of \$6,000,000*.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and all APPENDICES hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2017 Bonds to potential investors is made only by means of the entire Official Statement.

The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "**State**") for the public purposes set forth under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**"). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bank is governed by a Board of Directors composed of nine (9) members.

Pursuant to the Bank Act, the purpose of the Bank is to assist "local governmental units," as defined in the Bank Act to be (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank. The entity described in APPENDIX A (the "**City**") is such a local governmental unit.

Sources of Payment and Security for the Series 2017 Bonds

The Series 2017 Bonds will be issued by and under and secured by an Indenture of Trust dated the date of delivery (the "**Indenture**"), by and between the Bank and Trustmark National Bank, Jackson, Mississippi, as Trustee (the "**Trustee**"). The principal of, redemption premium,

* Preliminary, subject to change.

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if any, and interest on any and all of the Series 2017 Bonds, together with any additional bonds or refunding bonds (the "**Refunding Bonds**") that may be authorized and issued by the Bank under the Indenture on a parity with the Series 2017 Bonds (collectively, the "**Bonds**"), are payable from those revenues and funds of the Bank which, together with the general obligation bond issued by the City (the "**City Bond**"), as defined and described herein, pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**"), are pledged pursuant to the Indenture for the benefit of the owners of the Series 2017 Bonds without priority. The full faith and credit and taxing power of the State are not pledged to the payment of the principal of, premium, if any, and interest on any of the Series 2017 Bonds. The Series 2017 Bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit, moral obligation of the State or of any political subdivision; provided, however, that the City Bond is secured by the full faith and credit and taxing power of the City. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Bank Act. The Series 2017 Bonds are issued and secured separately from any other obligations issued by the Bank.

The Series 2017 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "**Trust Estate**"), defined to be (i) cash and securities in the funds and accounts established by the Indenture (except the Rebate Fund, as described herein) (the "**Funds**" and "**Accounts**") and the investment earnings thereon and all proceeds thereof, (ii) the City Bond and the earnings thereon and the proceeds thereof, and (iii) all funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank. All Series 2017 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2017 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS," and "APPENDIX A."

The principal of and interest on the City Bond are payable out of certain revenues as hereinafter defined. The following City Bond is scheduled to be purchased with proceeds of the Series 2017 Bonds: \$6,000,000 City of Southaven, Mississippi General Obligation Bond, Series 2017 (the "**City Bond**"). The sources of payment on the City Bond is further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS" and "APPENDIX C."

Purpose of the Series 2017 Bonds

The Series 2017 Bonds are being issued pursuant to the Act to purchase the City Bond to provide funds for (a)(i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) purchasing

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machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (viii) for other authorized purposes under the City Act (the "Construction Project") and (b) pay costs of issuance of the Series 2017 Bonds and the City Bond.

Authority for Issuance

The Series 2017 Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Series 2017 Bonds

Redemption. The Series 2017 Bonds are subject to redemption as set forth hereinafter under the caption "DESCRIPTION OF THE SERIES 2017 BONDS -- Redemption."

Denominations. The Series 2017 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Series 2017 Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2017 Bonds will be made in book entry only form. Purchasers of beneficial interests in the Series 2017 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2017 Bonds.

Payments. Interest on the Series 2017 Bonds is payable on ____ 1 and ____ 1 of each year, and, so long as DTC or its nominee is the Registered Owner of the Series 2017 Bonds, such interest, together with the principal of and redemption premium, if any, on the Series 2017 Bonds will be paid directly to DTC by Trustmark National Bank, Jackson, Mississippi, as Trustee under the Indenture. The final disbursement of such payments to the Beneficial Owners of the Series 2017 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, all as more fully defined and described herein under the caption "DESCRIPTION OF THE SERIES 2017 BONDS -- Book-Entry-Only System."

For a more complete description of the Series 2017 Bonds and the basic documentation pursuant to which the Series 2017 Bonds are being issued, see the captions "DESCRIPTION OF THE SERIES 2017 BONDS," "REVENUES, FUNDS AND ACCOUNTS," and "OPERATION OF FUNDS AND ACCOUNTS," in this Official Statement.

Tax Exemption

In the opinion of Butler Snow, LLP, Ridgeland, Mississippi ("Bond Counsel"), under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2017 Bonds is excludable from gross income for federal tax purposes, with such excludability conditioned upon continuing compliance with certain tax covenants of the Bank and the City. Interest on the Series 2017 Bonds is not an item of tax preference for purposes of the federal alternative

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minimum tax imposed on individuals and corporations; however, interest on the Series 2017 Bonds is included in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations.

Under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2017 Bonds is exempt from income taxation in the State.

For a more complete description of the opinion of Bond Counsel and certain other income tax consequences incident to the ownership of the Series 2017 Bonds, see the caption "TAX MATTERS" in this Official Statement. See "APPENDIX D" for the proposed form of Bond Counsel opinion.

Professionals Involved in the Offering

Trustmark National Bank, Jackson, Mississippi, will act as Trustee under the Indenture for the Series 2017 Bonds. Government Consultants, Inc., Madison, Mississippi, is employed as Municipal Advisor to the City and the Bank (the "**Municipal Advisor**") with respect to the Series 2017 Bonds. Certain proceedings in connection with the issuance of the Series 2017 Bonds are subject to the approval of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel (the "**Bond Counsel**"). Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi and for the City by, Butler Snow LLP, Southaven, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

Offering and Delivery of the Series 2017 Bonds

Raymond James & Associates, Inc., Memphis, Tennessee (the "**Underwriter**") has agreed to purchase all of the Series 2017 Bonds subject to certain conditions set forth in a bond purchase agreement by and among the Underwriter, the Bank and the City (the "**Bond Purchase Agreement**"). The Series 2017 Bonds are expected to be available in definitive form for delivery in New York, New York on or about December 21, 2017.

Risks to the Owners of the Series 2017 Bonds

There are certain risks involved in the ownership of the Series 2017 Bonds which should be considered by prospective purchasers. The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2017 Bonds depends primarily upon the receipt by the Bank of City Bond payments (the "**City Bond Payments**") from the City participating in the Bank's program (the "**Program**") which is obligated to make such payments to the Bank, together with investment earnings on certain amounts in the Funds and Accounts defined in and established under the Indenture. There can be no representation or assurance that the City will realize sufficient Revenues to make the required City Bond Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT." Failure of the Bank and/or the City to comply with certain tax covenants may also adversely affect the exempt status of the interest on all of the Series 2017 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2017 BONDS" in this Official Statement.

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Other Information

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing, and handling, from E.F. Mitcham, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

NO DEALER, BROKER, SALESMAN OR OTHER REPRESENTATIVE OF THE UNDERWRITER OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2017 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE BANK SINCE THE DATE HEREOF.

THE SERIES 2017 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

Format of Official Statement

There follows in this Official Statement a description of the security and sources of payment for the Series 2017 Bonds, the purposes and operation of the Program to be financed out of the proceeds of the Series 2017 Bonds, the Bank, and summaries of certain provisions of the Series 2017 Bonds, the Indenture, and certain provisions of the Act. All discussions of the Act and the Indenture are qualified in their entirety by reference to the Act and the Indenture, copies of which are available from the Bank, and all discussions of the Series 2017 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2017 Bonds contained in the Indenture. Certain information relating to the City is set forth in "APPENDIX A," certain financial and economic information relating to the City is set forth in "APPENDIX B," the form of the City Bond Resolution and the City Bond is set forth in

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"APPENDIX C," the proposed form of opinion of Bond Counsel with respect to the Series 2017 Bonds is set forth in "APPENDIX D," certain definitions of certain terms used in this Official Statement are set forth in "APPENDIX E" and the form of the continuing disclosure certificate of the City as set forth in "APPENDIX F." Each of the APPENDICES to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Series 2017 Bonds.

Capitalized terms not defined herein shall have the definitions set forth in "APPENDIX E- DEFINITIONS."

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS

General

The Series 2017 Bonds are payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Series 2017 Bonds. The Series 2017 Bonds do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution of the State or a pledge of the full faith and credit and taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The Bank has no taxing power. The sources of payment of, and security for, the Series 2017 Bonds are more fully described below.

Under the Indenture, the Series 2017 Bonds are secured by a pledge to the Trustee of the City Bond and all City Bond Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2017 Bonds all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon and proceeds thereof (except to the extent transferred to the Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts and moneys to be pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

The City and the City Bond

From the proceeds of the Series 2017 Bonds, the Bank intends to purchase and, upon purchase, will pledge to the Trustee the City Bond of the City, as described in "APPENDIX C."

Provisions for Payment of the City Bond

The City Bond will be a general obligation of the City. The City Bond Resolution provides that the City is unconditionally obligated to make payments secured by the full faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Series 2017 Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

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In the City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2017 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The City Bond will never, within the meaning of any constitutional or statutory limitation, be a debt, liability, or obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power or moral obligation of the State or any political subdivision thereof is pledged to the payment of the principal, premium, if any, and interest on the City Bond; provided, however, that the City Bond is a general obligation of the City. The City Bond initially issued under the City Bond Resolution shall be issued for the purposes of providing funds to finance costs of the (i) Construction Project and (ii) payment of costs of issuance of the Series 2017 Bonds and the City Bond.

The issuance of the City Bond shall be authorized by resolution of the Mayor and Board of Aldermen of the City (the "**Governing Body**") adopted pursuant to Act. See "APPENDIX C" for further description of the City Bond.

RISKS TO THE OWNERS OF THE SERIES 2017 BONDS

General

The Series 2017 Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are limited to City Bond Payments payable by the City on the City Bond pursuant to the City Bond Resolution. No reserve fund has been established for the payment of debt service on the Series 2017 Bonds or the City Bond. Purchasers of the Series 2017 Bonds are advised of certain risk factors with respect to the City Bond.

In addition, purchasers of the Series 2017 Bonds are advised of certain additional information in connection with the City as set forth in "APPENDIX A" and "APPENDIX B."

City Bond

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The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2017 Bonds depends primarily upon the receipt by the Bank of City Bond Payments from the City which is obligated under the City Bond Resolution to make such payments to the Bank, together with earnings on the amounts in the Funds and Accounts created under the Indenture sufficient to make such payments. There is no Indenture Fund or Account which is required to contain amounts to make up for any deficiencies in the event of one or more defaults by the City in making such City Bond Payments, and there is no source from which the General Fund will be replenished except the City Bond Payments and investment income on moneys in the Funds and Accounts; and further, no reserve fund is created in the Indenture or the City Bond Resolution to pay debt service on the Series 2017 Bonds or the City Bond.

Tax Covenants

The Bank has covenanted under the Indenture that it will comply with certain requirements under the Internal Revenue Code of 1986, as amended (the "Code") to ensure the continuing excludability from gross income for federal income tax purposes of interest on the Series 2017 Bonds. Failure by the Bank to comply with such covenants could cause the interest on the Series 2017 Bonds to be taxable retroactive to the date of issuance of the Series 2017 Bonds. Further, the City has covenanted in the City Bond Resolution that it will comply with certain requirements under the Code to ensure the continuing excludability from gross income for federal income tax purposes of interest on the Series 2017 Bonds. Failure by the City to comply with such requirements could cause the interest on the Series 2017 Bonds to be taxable retroactive to the date of issuance of the Series 2017 Bonds. See also "TAX MATTERS" herein."

Remedies

The remedies available to the Trustee, to the Bank or to the owners of the Series 2017 Bonds upon an Event of Default under the Indenture or under the terms of the City Bond purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the City Bond may not be readily available or may be limited.

Certain Bankruptcy Risks

In the event the City were to become a debtor under the Bankruptcy Code, payments under the City Bond Resolution may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments acquired after the commencement of such a bankruptcy case or within ninety (90) days prior thereto. Under existing Constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the City Bond Resolution and the Indenture may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the City Bond will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. Furthermore, if a bankruptcy court concludes that the Trustee has "adequate

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protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the City Bond Resolution, the Indenture, or related documents that make bankruptcy and related proceedings by the City an Event of Default thereunder. All of these events would adversely affect the payment of debt service on the Series 2017 Bonds.

Limitation on Enforceability of Security Interests

The remedies available upon an Event of Default under the Indenture and the City Bond Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and the City Bond Resolution may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the Series 2017 Bonds and the City Bond may be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

The pledge of the full faith and credit granted by the City in the City Bond Resolution may be limited by a number of factors, including the ability to collect levied taxes. Under current law, such a pledge and assignment as attempted to be effected by the City Bond Resolution may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) federal bankruptcy laws affecting taxes and other revenues of the City received within ninety (90) days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the City; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) sales, liens and/or pledges made by the City. If an Event of Default does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

Failure to Compel the Levy of Taxes on the City Bond

The City Bond will be a general obligation of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2017 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the

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ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest of the City Bond as the same falls due.

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

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

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

DESCRIPTION OF THE SERIES 2017 BONDS

General Description

The Series 2017 Bonds are issuable under the Indenture as fully registered bonds. When issued, the Series 2017 Bonds will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Series 2017 Bonds will be made in book-entry-only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof (see the heading, "Book-Entry-Only System" under this caption).

The Series 2017 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the cover page of this Official Statement. Interest on the Series 2017 Bonds will be payable semiannually on ___ 1 and ___ 1 of each year, commencing ___ 1, 2017 (each, an "Interest Payment Date"). Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Series 2017 Bond will be dated the day of delivery. If any Series 2017 Bond is authenticated on or prior to the day of delivery, it will bear interest from such date. Each Series

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2017 Bond authenticated after the day of delivery, will bear interest from the most recent Interest Payment Date on or prior to the date of authentication of such Series 2017 Bond, unless such Series 2017 Bond is authenticated after the fifteenth day of the calendar month preceding an Interest Payment Date (the "**Record Date**") and on or prior to the next following Interest Payment Date, in which case such Series 2017 Bond will bear interest from such following Interest Payment Date.

So long as DTC or its nominee is the Registered Owner of the Series 2017 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2017 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC (the "**DTC Participants**") will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the Series 2017 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See the heading, "**Book-Entry-Only System**" under this caption.

If the Series 2017 Bonds are no longer in a book-entry-only system, the principal of the Series 2017 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in Jackson, Mississippi, and interest on the Series 2017 Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the Registered Owners of record as of the close of business on the most recent Record Date or, at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2017 Bonds delivered to the Trustee at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

Book-Entry-Only System

The Bank has determined that it will be beneficial to have the Series 2017 Bonds held by a central depository system and to have transfers of the Series 2017 Bonds affected by book-entry on the books of DTC as such central depository system. Accordingly, beneficial ownership interests in the Series 2017 Bonds will be available in book-entry-only form, in the principal amount of \$5,000 or integral multiples thereof. Purchasers of beneficial ownership interests in the Series 2017 Bonds (the "**Beneficial Owners**") will not receive certificates representing their interests in the Series 2017 Bonds purchased.

The information provided under this caption has been provided by DTC. No representation has been made by the Bank, the City or the Underwriter as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934.

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

Purchases of Series 2017 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2017 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2017 Bond ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2017 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2017 Bonds, except in the event that use of the book-entry system for the Series 2017 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2017 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2017 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2017 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2017 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2017 Bonds may wish to take certain steps to augment the transmission to them of notices of

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significant events with respect to the Series 2017 Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond Documents. For example, Beneficial Owners of the Series 2017 Bonds may wish to ascertain that the nominee holding the Series 2017 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2017 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2017 Bonds to be redeemed.

Neither DTC nor Cede & Co., (nor any other DTC nominee) will consent or vote with respect to the Series 2017 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2017 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments and interest payments on the Series 2017 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Bank or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Trustee, or the Bank subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bank or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2017 Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2017 Bond certificates are required to be printed and delivered.

The Bank may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2017 Bond certificates in definitive form will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bank, the City and the Underwriter believe to be reliable, but neither the Bank, the City nor the Underwriter take any responsibility for the accuracy thereof.

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So long as Cede & Co. is the registered holder of the Series 2017 Bonds as nominee of DTC, references herein to the Holders, holders, owners or Registered Owners of the Series 2017 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2017 Bonds.

THE BANK, THE TRUSTEE, THE CITY AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2017 BONDS (A) PAYMENTS OF PRINCIPAL OF, REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2017 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN SERIES 2017 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2017 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE BANK, THE CITY, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (B) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF, REDEMPTION PRICE OF, OR INTEREST ON THE SERIES 2017 BONDS; (C) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2017 BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Optional Redemption. The Series 2017 Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after ____ 1, 2017, are subject to optional redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after ____ 1, 2017, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of Series 2017 Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Series 2017 Bonds are in book-entry form.

[Mandatory Sinking Fund Redemption. To be provided if necessary.]

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Notice of Redemption. Notice of the call for any redemption, identifying the Series 2017 Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than 45 days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the Registered Owner of each Series 2017 Bond to be redeemed at the address shown on the registration records and to the Underwriter of the Series 2017 Bonds. Failure to mail such notice to any particular owner of Series 2017 Bonds, or any defect in the notice mailed to any such owner of Series 2017 Bonds, will not affect the validity of the call for the redemption of any other Series 2017 Bonds. So long as DTC or its nominee is the Registered Owner of the Series 2017 Bonds, notice of the call for any redemption will be given to DTC, and not directly to Beneficial Owners. See the caption, "DESCRIPTION OF THE SERIES 2017 BOND -- Book-Entry-Only System."

Redemption Payments. The Trustee will apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2017 Bonds, or portions thereof called, together with accrued interest thereon to the redemption date. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Series 2017 Bonds that have been called.

APPLICATION OF THE PROCEEDS OF THE SERIES 2017 BONDS

The proceeds of sale of the Series 2017 Bonds which is equal to \$_____ will be applied as follows:

Sources of Funds	
Series 2017 Bond Proceeds	\$
	\$
Total Sources of Funds	\$
Uses of Funds	
Deposit to General Fund, Purchase Account for Purchase of the City Bond	\$
Deposit to the General Fund, Costs of Issuance Account	
Total Uses of Funds	\$

THE MISSISSIPPI DEVELOPMENT BANK

General

The Bank was created in 1986 and is organized and existing under and by virtue of the Bank Act as a separate body corporate and politic for the public purposes set forth in the Bank Act. The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power.

The Bank is granted under the Bank Act the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Bank Act, including purchasing bonds,

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notes or evidences of indebtedness, such as the City Bond, from local governmental units, such as the City.

Organization and Membership of the Bank

The Bank is governed by a nine member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation ("MBFC") at the time and place fixed by MBFC's by-laws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

NAME	OCCUPATION	TERM
Kim Dillon	President, Telesouth Communications	08/01/17 – 07/31/18
Jabari Edwards	Owner, J5GBL Construction Co.	08/01/17 – 07/31/18
William L. Freeman, Jr.	Retired Bank President	08/01/17 – 07/31/18
William Griffin	Owner, Griffin & Griffin Exploration LLC	08/01/17 – 07/31/18
Gary Harkins	Real Estate Developer	08/01/17 – 07/31/18
Joel Horton	Bank President	08/01/17 – 07/31/18
Bobby James	Operations Manager, Atmos Energy	08/01/17 – 07/31/18
William D. Sones	Bank Chairman	08/01/17 – 07/31/18
Mark Wiggins	Business Owner	08/01/17 – 07/31/18

The operations of the Bank are administered by E.F. "Buddy" Mitcham, Executive Director. Mr. Mitcham is a 1970 graduate of Mississippi State University with a degree in Business Administration.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes by an Local Governmental Units. As of March 1, 2017, the Bank has previously issued bonds for various purposes totaling in principal approximately \$8,138,909,402.00. Of such amount, approximately \$2,928,946,338.91 was outstanding as of October 1, 2017.

The full faith and credit and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank; and all such bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit and taxing power of the State or the Bank.

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The Bank is presently considering the issuance under the Bank Act of additional special obligation bonds for other purposes authorized under the Bank Act.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

1. General Fund - comprised of the following:
 - (a) General Account
 - (b) Purchase Account
 - (c) Redemption Account
 - (d) Bond Issuance Expense Account
2. Rebate Fund

Deposit of Net Proceeds of the Series 2017 Bonds, Revenues and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Series 2017 Bonds as follows:

- (a) To the Bond Issuance Expense Account of the General Fund, the amount of \$_____ to pay a portion of the costs of issuance of the Series 2017 Bonds and the City Bond; and
- (b) To the Purchase Account of the General Fund, the sum of \$_____ to be used to purchase the City Bond.

The Trustee will deposit Revenues and other receipts (except the proceeds of the Series 2017 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale or redemption prior to maturity of the City Bond) into the General Account of the General Fund based on the amount due under the City Bond Resolution for the City Bond, and will deposit any moneys received from the sale or redemption prior to maturity of City Bond in to the Redemption Account of the General Fund.

OPERATION OF FUNDS AND ACCOUNTS

General Fund

General Account. The Trustee will disburse the amounts held in the General Account for the following purposes, and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

- (a) On or before four (4) Business Days prior to any Interest Payment Date, to the Trustee such amounts as may be necessary to pay the principal and interest coming due on the Series 2017 Bonds on such Interest Payment Date.

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(b) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Bank for the Series 2017 Bonds.

(c) On or before 30 days after each anniversary of the issuance of the Series 2017 Bonds, the amounts to be transferred to the Rebate Fund.

(d) After making all required payments under subparagraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2017 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, sale, validation and issuance of the Series 2017 Bonds and the purchase and validation of the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, municipal advisory fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2017 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing. On the date which is thirty (30) days after the date of issuance of the Series 2017 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Purchase Account. Upon submission of duly authorized written requisitions of an authorized officer of the Bank stating that all requirements for purchases under the Act, the Indenture and the established policies of the Bank have been or will be met, the Trustee will disburse the amounts held in the Purchase Account for the purchase of the City Bond with said moneys to be applied to the issuance of the Series 2017 Bonds as more fully described under the heading "Deposit of Net Proceeds of the Series 2017 Bonds, Revenues and Other Receipts".

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and will disburse the funds in the Redemption Account to redeem Series 2017 Bonds of such maturity or maturities as directed by an Authorized Officer if such Series 2017 Bonds are then subject to redemption.

Rebate Fund

Upon the direction of the Bank and in accordance with the memorandum of compliance or similar document regarding the expenditures and investments of the proceeds of the Series 2017 Bonds provided by the Bank under the Indenture (the "Memorandum of Compliance"), the Trustee will deposit amounts for the benefit of the Bank from the General Account in the General Fund into the Rebate Fund and will deposit into the Rebate Fund all income from

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investments in the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account in the General Fund upon the direction of the Bank in accordance with the Memorandum of Compliance.

Not more than 60 days after five years following the date of delivery of the Series 2017 Bonds, and at intervals of every five years thereafter, upon the written request of the Bank the Trustee will pay to the United States of America ninety percent (90%) of the amount required to be paid to the United States of America as of such payment date. Not later than 30 days following the retirement of all of the Series 2017 Bonds, upon the written request of the Bank the Trustee will pay to the United States of America one hundred percent (100%) the amount to be paid to the United States of America. Each payment to the United States of America will be accompanied by a statement of the Bank summarizing the determination of the amount of such payment, together with copies of any reports originally filed with the Internal Revenue Service with respect to the Series 2017 Bonds.

With respect to the Rebate Fund, the Bank may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee a new Memorandum of Compliance accompanied by an Opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the excludability from gross income for federal income tax purposes of the interest on the Series 2017 Bonds.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Series 2017 Bonds outstanding under the Indenture, all required rebates to the United States of America and the fees, charges and expenses of the Trustee will be distributed to the City, except as provided in Section 3.08 of the Indenture.

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to the Indenture including the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the City (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in the Indenture, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund for the Funds and Accounts for the Series 2017 Bonds. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts for the Series 2017 Bonds may be commingled for the purpose of investment or deposit, and moneys in separate Funds. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2017 Bonds to be arbitrage

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bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of the Indenture, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such Investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account of the General Fund for the Funds and Accounts for the Series 2017 Bonds.

The Bank has certified in the Indenture to the owners of the Series 2017 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2017 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2017 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2017 Bonds to lose the exclusion from gross income for federal income tax purposes.

THE SERIES 2017 BONDS AS LEGAL INVESTMENTS

The Series 2017 Bonds shall be legal investments in which all public officers and public bodies of this State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest funds, including capital, in their control or belonging to them. The Series 2017 Bonds are also hereby made securities which may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the state and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

LITIGATION

There is not now pending or, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2017 Bonds or prohibiting the Bank from purchasing the City Bond with the proceeds of such Series 2017 Bonds or in any way contesting or affecting the validity of the Series 2017 Bonds, any proceedings of the Bank taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the Series 2017 Bonds. Neither the creation, organization nor existence of the Bank nor the title of any of the present Directors nor other officers of the Bank to their respective offices is being contested.

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There is not now pending or, to the knowledge of the City described in APPENDIX A, threatened any litigation restraining or enjoining the sale, issuance, execution or delivery of the City Bond or prohibiting the City described in APPENDIX A from selling the City Bond to the Bank or in any way contesting or affecting the validity of the City Bond, any proceedings of the City taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the City Bond.

TAX TREATMENT OF ORIGINAL ISSUES DISCOUNT

The initial public offering prices each maturity of the Series 2017 Bonds maturing on _____ 1 of 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 at maturity (the principal amount) over the "issue price" of a Discount Bond. The issue price of a Discount Bond 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 the Discount Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, computed semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during ownership of a Discount Bond (a) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2017 Bonds, and (b) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside cover of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Owners of Discount Bonds should consult their own tax advisers as to the federal tax consequences and the treatment of bond discount for purposes of state and local taxes on income.

TAX TREATMENT OF ORIGINAL ISSUE PREMIUM

The initial public offering prices of each maturity of the Series 2017 Bonds maturing _____ 1 in the years 2017__ through and including 2017__ (collectively, the "**Premium Bonds**"), are more than the amounts payable at the maturity dates thereof as set forth on the inside front cover of this Official Statement. Under the Code, the difference between the principal amount of a Premium Bond and the cost basis of such Premium Bond to its owner (other than an owner who holds such a Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) is "bond premium." Bond premium is amortized over the term of such a Premium Bond for federal income tax purposes. The owner of a Premium Bond is required to decrease his basis in such Premium Bond by the amount of amortizable bond premium attributable to each taxable year he holds the Premium Bond. The amount of the amortizable bond premium attributable to each taxable year is determined on an actuarial basis at a constant interest rate compounded on each interest payment date. The

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amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes.

Owners of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of Premium Bonds and with respect to state and local tax consequences of owning and disposing of Premium Bonds.

TAX MATTERS

In the opinion of Bond Counsel interest on the Series 2017 Bonds is excludable from gross income for federal income tax purposes, pursuant to Section 103 of the Code. The opinion of Butler Snow LLP, is based on certain certifications, covenants and representations of the Bank and the City (collectively, "Tax Covenants") and is conditioned on continuing compliance therewith.

The Code imposes certain requirements which must be met subsequent to the issuance of the Series 2017 Bonds as a condition to the excludability from gross income of interest on the Series 2017 Bonds for federal tax purposes. Non-compliance with such requirements may cause interest on the Series 2017 Bonds to be includable in gross income for federal income tax purposes retroactive to its date of issue irrespective of the date on which such noncompliance occurs. Should the Series 2017 Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Series 2017 Bonds would be materially and adversely affected. The Tax Covenants include covenants that (i) the Bank and the City will not take or fail to take any action with respect to the Series 2017 Bonds if such action or omission would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Series 2017 Bonds, under Section 103 of the Code, and neither the Bank nor the City will act in any other manner which would adversely affect such exclusion; (ii) the Bank and the City will not make any investment or do any other act or thing during the period that the Series 2017 Bonds are outstanding which would cause the Series 2017 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (iii) if required by the Code, the Bank and the City will rebate any necessary amounts to the United States of America. It is not an event of default under the Indenture if interest on the Series 2017 Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code, which is not in effect on the date of issuance of the Series 2017 Bonds.

The interest on the Series 2017 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. However, interest on the Series 2017 Bonds is included in adjusted current earnings in calculating alternative minimum tax imposed on certain corporations.

Although Bond Counsel has rendered an opinion that interest on the Series 2017 Bonds is excludable from federal gross income and that the Series 2017 Bonds are exempt from State of Mississippi income tax, the accrual or receipt of interest on the Series 2017 Bonds may otherwise affect a bondholder's federal income tax or State of Mississippi tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such

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other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2017 Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Series 2017 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2017 Bonds.

In the opinion of Bond Counsel interest on the Series 2017 Bonds is exempt from income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. This opinion relates only to the exemption of interest on the Series 2017 Bonds for State of Mississippi income tax purposes.

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 Series 2017 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 implemented it would apply to tax exempt obligations such as the Series 2017 Bonds 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 Series 2017 Bonds. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Series 2017 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2017 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 Series 2017 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.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2017 Bonds by the Bank are subject to the approval of Bond Counsel whose approving opinion will be delivered concurrently with the delivery of Series 2017 Bonds. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi and for the City by its counsel, Butler Snow LLP, Southaven, Mississippi.

Butler Snow LLP, Ridgeland, Mississippi, is also serving as bond counsel for the City in connection with the issuance and sale of the City Bond.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2017 Bonds upon an Event of Default under the Indenture or under the terms of the City Bond purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture

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and under the City Bond may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2017 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

RATING

Standard & Poor's has assigned its rating of "____" to the Series 2017 Bonds. Information on the rating may be obtained from the Executive Director of the Bank. Such rating reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Series 2017 Bonds.

PENSION PLAN

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB-68"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

PERS members are required to contribute 9% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at June 30, 2016 was 15.75% of annual covered payroll. The City contributions (employer share only) to PERS for the years ending September 30, 2016, 2015 and 2014 were \$3,167,469, \$3,079,960 and \$2,863,146, respectively, which equaled the required contributions for each year.

At September 30, 2016, the City reported a liability of \$55,295,502 for its proportionate share of the net pension liability. See Note 9 in the City's 2016 Audited Financial Statements included in "APPENDIX B - Financial Information Concerning the City.

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CONTINUING DISCLOSURE

The City will execute a continuing disclosure agreement (the "**Disclosure Certificate**") at the time of the closing for the Bonds. The Disclosure Certificate will be executed for the benefit of the beneficial owners of the Bonds and the City has covenanted in the Bond Resolution to comply with its terms. The Disclosure Certificate will provide that so long as the Bonds remain outstanding, the City will provide the following information to the Municipal Securities Rulemaking Board, acting through its Electronic Municipal Market Access ("**EMMA**") system: (i) annually, certain financial information and operating data; and (ii) timely notice of the occurrence of certain listed events; all as specified in the Disclosure Certificate. The form of the Disclosure Certificate is attached hereto as APPENDIX F.

The City has previously entered into continuing disclosure undertakings with respect to bonds it has issued or for which it is the "obligated person" within the meaning of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). Within the last five years, the City has failed to comply with certain terms of those undertakings. A summary of past filing failures, dated March 24, 2016, is available on EMMA at _____.

With respect to certain issues, the audited financial statements for fiscal year ending September 30, 2012 was not timely filed on EMMA and notice of failure to file audited financial statements for fiscal year ending September 30, 2012 was not timely filed. In addition, without a determination of materiality, there have been instances in which some tables included in its prior continuing disclosure undertakings were not included in every filing on EMMA. Some of the past filings required of the City were not filed under all outstanding CUSIPs. In addition, without a determination of materiality, the City has not filed notices of any rating changes. The City adopted policies and procedures on November 4, 2014 (the "**Policy**") to ensure timely filing of its annual financial information. Pursuant to the Policy, a staff designee of the City will appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and/or the staff designee will be responsible for submitting the information required under the Policy. The City has hired a dissemination agent to file the City's required annual report.

For a summary of the City's undertaking, see **APPENDIX F - FORM OF CONTINUING DISCLOSURE CERTIFICATE** attached hereto.

MUNICIPAL ADVISOR

The Bank has retained Government Consultants, Inc., Madison, Mississippi, as Municipal Advisor in connection with the sale and issuance of the Series 2017 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the Bank with respect to the preparation of documents, the preparation for the sale of the Series 2017 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Series 2017 Bonds. Although the Municipal Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

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VALIDATION

Prior to issuance, the Series 2017 Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended. Prior to issuance, the City Bond will be validated before the Chancery Court of Desoto County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

MISCELLANEOUS

The Bank's offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act, the Indenture and the City Bond Resolution contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of its provisions. The attached APPENDICES are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture, the City Bond Resolution and the supplemental materials furnished to the Bank by the City may be obtained upon written request to the Bank.

Neither any advertisement of the Series 2017 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2017 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Bank. The Bank will provide copies of this Official Statement to be distributed to the purchasers of the Series 2017 Bonds.

MISSISSIPPI DEVELOPMENT BANK

By: /s/ E. F. Mitcham, Jr.
Executive Director

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APPENDIX A
INFORMATION ON THE CITY

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ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

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

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

1990	2000	2010	2015
21,434	28,977	48,982	51,090

SOURCE: Census Data information at website: www.census.gov; November 2017.

Government

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

The members of the Governing Body are:

Name	Position	Current Position Held Since
Darren Musselwhite	Full-time Mayor	June, 2013
Kristian Kelly	Alderman	June, 2013
Ronnie Hale	Alderman	June, 2016
George Payne	Alderman	June, 2013
Joel Gallagher	Alderman	June, 2013
John David Wheeler	Alderman	June, 2016
Raymond Flores	Alderman	June, 2013
William Brooks	Alderman – At - Large	June, 2013

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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.

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County Employment Statistics

	2016	2015	2014	2013	2012
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	86,430	84,980	81,270	80,910	83,110
II. Unemployed	3,660	4,070	4,350	4,810	5,370
Rate	4.2%	4.8%	5.4%	5.9%	6.5%
III. Employed	82,770	80,910	76,920	76,100	77,740
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	4,020	4,040	4,010	4,110	4,020
II. Non-manufacturing	54,140	52,280	50,120	46,710	45,590
A. Agriculture, Forestry, Fishing & Hunting	110	110	130	100	90
B. Mining	40	40	40	50	40
C. Utilities	160	160	150	150	150
D. Construction	1,870	2,070	1,870	1,740	1,700
E. Wholesale Trade	3,600	3,490	3,450	3,470	3,650
F. Retail Trade	8,710	8,530	8,090	7,730	7,570
G. Transportation & Warehousing	8,060	7,730	7,240	6,450	6,110
H. Information	240	240	250	260	260
I. Finance & Insurance	920	930	920	920	910
J. Real Estate, Rental & Leasing	440	450	440	450	530
K. Prof., Scientific & Technical Service	950	940	910	840	840
L. Management of Companies & Entertainment	100	70	60	40	20
M. Administrative Support & Waste Management	5,630	5,650	5,350	3,950	3,830
N. Educational Services	370	330	290	250	230
O. Health Care & Social Assistance	5,770	5,560	5,560	5,660	5,430
P. Arts, Entertainment & Recreation	720	740	760	700	630
Q. Accommodation & Food Service	7,730	7,470	7,110	6,540	6,370
R. Other Services (except Public Administration)	1,070	990	940	940	920
S. Government	7,650	6,780	6,560	6,470	6,310
Education	5,110	4,200	3,950	3,890	3,760
III. Total Nonagricultural Employment	58,160	56,320	54,130	50,820	49,610

SOURCE: Mississippi Department of Employment Security: Annual Averages: Labor Force and Establishment Based Employment 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov; Last revision date of information 4/25/2017. November 2017.

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Per Capita Income²

Year	County	Mississippi	United States	County as % Of U.S.
2015	\$36,375	\$34,771	\$48,112	76%
2014	35,258	34,139	46,414	76
2013	34,639	33,321	44,462	78
2012	34,658	32,912	44,267	78
2011	33,099	31,758	42,453	78

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2011-2015; November 2017.

² Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2011-2015 reflect county population estimates available as of November 2017.

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Major Employers

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

Employer	Employees	Product/Service
DeSoto County School District	3,872	Education
Baptist Memorial Hospital	1,750	Healthcare
Dizzy Dean Baseball, Inc.	1,000	Sports and recreation club
Williams-Sonoma	993	Distribution
Wal Mart	500	Department store
District Transportation & Sec.	500	Transportation
Fed Ex Ground	433	Package sorting hub
McKesson Corporation	400	Distribution Center
City of Southaven	375	City Government
Parts Distribution	350	General freight trucking
Future Electronics	332	Electronic equipment & supplies
Landau Uniforms	330	Uniform manufacturer
Hart & Cooley	300	Roll foam manufacturer
Siemens Industry Inc.	300	Computer-based building management systems
DeSoto County Civic Center	300	Convention and meeting center
Newly Weds Foods	282	Food Ingredients, seasonings, blends, flavors
Associated Wholesale Grocers	265	Third-party logistics

SOURCE: DeSoto County Economic Development Council; March 2017.

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Retail Sales for the City

State Fiscal Year Ended June 30	Amount
2016	1,235,472,178
2015	1,130,238,021
2014	1,078,903,089
2013	1,030,920,889
2012	1,026,750,166

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue website: www.dor.ms.gov; November 2017.

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 2016-2017 scholastic year and for preceding years is as follows:

Scholastic Year	Enrollment
2016-2017	33,537
2015-2016	33,140
2014-2015	33,362
2013-2014	33,054
2012-2013	32,759

SOURCE: Office of Research and Statistics, Mississippi Department of Education's website: <http://reports.mde.k12.ms.us/data/>; November 2017.

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Banking Institutions

Institutions	2017 Total Assets
BancorpSouth ³	14,848,975,000
BankPlus ⁴	2,732,433,000
The Citizens National Bank of Meridian ⁵	1,346,168,000
Community Bank, North Mississippi ⁶	530,846,000
Planters Bank & Trust Company ⁷	1,063,169,000
First Commercial Bank ⁸	365,902,000
First Security Bank ⁹	556,575,000
First Tennessee Bank, National Association ¹⁰	29,176,534,000
FSNB, National Association ¹¹	394,507,000
Guaranty Bank and Trust Company ¹²	794,498,000
Regions Bank ¹³	123,716,371,000
Renasant Bank ¹⁴	8,859,638,000
SunTrust Bank ¹⁵	202,481,382,000
Sycamore Bank ¹⁶	235,789,000
Trustmark National Bank ¹⁷	13,907,101,000
Wells Fargo Bank, National Association ¹⁸	1,731,937,000,000

SOURCE: Obtained from the FDIC's website, <http://research.fdic.gov/bankfind/index.html>.
Assets stated as of June 30, 2017, unless otherwise noted. Information available as of November 2017.

³ Headquartered in Tupelo, Mississippi.

⁴ Headquartered in Ridgeland, Mississippi.

⁵ Headquartered in Meridian, Mississippi.

⁶ Headquartered in Amory, Mississippi.

⁷ Formerly Covenant Bank merged with Planters Bank & Trust Company effective 2/01/2016. Headquartered in Indianola, Mississippi.

⁸ Formerly Desoto County Bank merged with First Security Bank effective 5/01/2015. Headquartered in Jackson, Mississippi.

⁹ Headquartered in Batesville, Mississippi.

¹⁰ Headquartered in Memphis, Tennessee.

¹¹ Headquartered in Lawton, Oklahoma.

¹² Headquartered in Belzoni, Mississippi.

¹³ Headquartered in Birmingham, Alabama.

¹⁴ Headquartered in Tupelo, Mississippi.

¹⁵ Headquartered in Atlanta, Georgia.

¹⁶ Headquartered in Senatobia, Mississippi.

¹⁷ Headquartered in Jackson, Mississippi.

¹⁸ Headquartered in Sioux Falls, South Dakota.

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TAX INFORMATION

Assessed Valuation

Assessment Year	Real Property	Personal Property ¹⁹	Public Utility Property	Total
2017	\$378,592,619	\$136,661,835	\$13,560,134	\$528,814,588
2016	360,369,932	133,281,603	13,068,293	506,719,828
2015	341,807,033	122,007,075	12,356,194	476,170,302
2014	334,543,549	113,917,020	12,112,019	460,572,588 ²⁰
2013 ²¹	321,984,668	187,516,635	11,863,604	521,364,907

SOURCE: Office of the County Tax Assessor, November 2017.

Procedure for Property Assessments

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

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

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

Procedure for Tax Collections

Ad valorem taxes on real, personal and utility property are due on February 1 of each year. A penalty in the amount of one percent (1%) per month is levied against all delinquent ad valorem taxes. In the event the taxes are not paid by August 5, the property is sold for taxes on the last Monday in August and upon the sale of any

¹⁹ Personal Property includes automobiles, other motor vehicles and mobile homes.

²⁰ 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, which total in lieu of payments by TVA equals approximately the same amount the previous company was paying in taxes.

²¹ Decrease in assessed value due to reappraisal.

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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
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

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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.

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Tax Levy per \$1000 Valuation*

	Year in Which Taxes Levied					
	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13
General Purpose	30.80	30.43	29.48	27.67	22.36	23.12
General Obligation Bond & Int. Sinking Fund	12.93	13.30	14.25	16.06	15.37	14.61
Library	0.00	0.00	0.00	0.00	0.00	0.00
Sanitation	0.00	0.00	0.00	6.00	6.00	6.00
Total	43.73	43.73	43.73	43.73	43.73	43.73

*Tax Levy is shown in mills.

SOURCE: Office of the City Administrator, November 2017.

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DEBT INFORMATION

Legal Debt Limit Statement

(As of November 1, 2017)

	15% Debt	20% Debt
Authorized Debt Limit (Last Completed Assessment for Taxation (\$528,814,588))	\$79,322,188	\$105,762,917
Present Debt Subject to Debt Limits	31,055,000	32,895,000
Margin for Further Debt Under Debt Limits	\$48,267,188	\$72,867,917
Less this Offering	6,000,000	6,000,000
TOTAL	\$42,267,188	\$66,867,917

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.

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Outstanding General Obligation Bonded Debt

(As of November 1, 2017)

Issue	Date of Issue	Original Principal	Outstanding Principal
Public Improvement Bonds	07/01/08	4,000,000	\$ 2,635,000
G.O. Refunding Bonds	04/16/09	6,665,000	1,815,000
G. O. Bonds	02/26/10	6,000,000	4,460,000
G.O. Refunding Bonds	04/15/10	3,595,000	605,000
G.O. Refunding Bonds	11/30/10	3,225,000	1,760,000
G.O. Refunding Bonds	02/17/11	3,505,000	1,385,000
G.O. W&S Refunding Bonds ²²	10/31/12	2,735,000	1,840,000
G.O. Refunding Bonds, 2012A	10/31/12	3,015,000	2,365,000
G.O. Bonds	11/29/12	2,875,000	1,505,000
G.O. Bonds, Series 2013A	12/1/13	6,565,000	5,845,000
Taxable GO Bonds, Series 2013B	1/31/14	2,930,000	2,260,000
GO Refunding Bonds, Series 2015	4/09/15	6,870,000	6,420,000
Total:			\$32,895,000

SOURCE: Office of the City Administrator, November 2017

²² This debt is subject only to the 20% limitation.

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Additional Bonded Debt (not subject to Debt Limits)

(As of November 1, 2017)

Issue	Date of Issue	Original Principal	Outstanding Principal
Water & Sewer Revenue Refunding Bonds	05/03/16	\$13,350,000	\$13,095,000
Total			\$13,095,000

Other Long-Term Debt

(As of November 1, 2017)

Issue	Date of Issue	Original Principal	Outstanding Principal
Mississippi Development Bank Loan ²³	03/31/14	7,945,000	5,220,000
Total			\$5,220,000

SOURCE: Office of the City Administrator, November 2017.

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.

²³The City borrowed \$7,945,000 from the Bank on March 31, 2014 for refunding of various outstanding Bank debt. The loan is secured by revenues of the City.

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Annual Debt Service Requirements²⁴

FY Ending September 30	General Obligation Bonds						Estimated Debt Total	
	Existing Debt			New Debt			Total	Total
	Principal	Interest	Total	Principal	Interest	Total		
2018	\$4,055,000.00	\$968,052.52	\$5,023,052.52					
2019	4,180,000.00	852,692.52	5,032,692.52					
2020	4,040,000.00	737,995.52	4,777,995.52					
2021	3,570,000.00	631,817.16	4,201,817.16					
2022	3,310,000.00	539,254.28	3,849,254.28					
2023	3,050,000.00	455,047.03	3,505,047.03					
2024	2,820,000.00	374,277.27	3,194,277.27					
2025	2,635,000.00	292,645.01	2,927,645.01					
2026	1,765,000.00	222,837.51	1,987,837.51					
2027	1,020,000.00	176,903.13	1,196,903.13					
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:	\$34,835,000.00	\$5,691,015.70	\$40,526,015.70					

²⁴ As of November 1, 2017.

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General Obligation Bonded Debt	Fiscal Year Ended September 30					
	2017	2016	2015	2014	2013	
General Obligation Bonds (09/01/98)	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	
General Obligation Public Improvement Bonds (12/01/04)	-0-	-0-	-0-	210,000	415,000	
General Obligation Public Improvement Bonds (12/01/05)	-0-	-0-	210,000	3,170,000	3,365,000	
General Obligation Public Improvement Bonds (07/01/07)	-0-	285,000	555,000	4,460,000	4,710,000	
General Obligation Public Improvement Bonds (07/01/08)	2,635,000	2,815,000	2,990,000	3,155,000	3,315,000	
General Obligation Notes (12/01/08)	-0-	-0-	-0-	-0-	720,000	
General Obligation Refunding Bonds (04/16/09)	2,515,000	3,190,000	3,845,000	4,470,000	5,080,000	
General Obligation Bonds (02/26/10)	4,460,000	4,710,000	4,950,000	5,180,000	5,400,000	
General Obligation Refunding Bonds (04/15/10)	1,020,000	1,425,000	1,815,000	2,195,000	2,565,000	
General Obligation Refunding Bonds (11/30/10)	1,980,000	2,195,000	2,405,000	2,615,000	2,820,000	
General Obligation Refunding Bonds (02/17/11)	1,705,000	2,020,000	2,325,000	2,620,000	2,915,000	
General Obligation W&S Refunding Bonds (10/31/12)	1,840,000	2,075,000	2,305,000	2,525,000	2,735,000	
General Obligation Refunding Bonds 2012A (10/31/12)	2,365,000	2,630,000	2,885,000	2,920,000	2,955,000	
General Obligation Bonds (11/29/12)	1,790,000	2,070,000	2,345,000	2,615,000	2,875,000	
General Obligation Bonds 2013A (12/19/13)	5,845,000	6,095,000	6,335,000	6,565,000	-0-	
General Obligation Bonds 2013B (01/13/14)	2,260,000	2,495,000	2,720,000	2,930,000	-0-	
General Obligation Refunding Bonds 2015 (4/09/15)	6,470,000	6,755,000	6,870,000	-0-	-0-	
Totals	\$34,835,000	\$38,670,000	\$42,555,000	\$45,630,000	\$39,870,000	

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Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2017	\$34,835,000	6.58%
2016	38,670,000	7.63
2015	42,555,000	8.93
2014	45,630,000	9.91
2013	39,870,000	7.64

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APPENDIX B

FINANCIAL INFORMATION FOR THE CITY

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FINANCIAL STATEMENT FOR FISCAL YEAR

ENDED SEPTEMBER 30, 2017

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ADOPTED BUDGET FOR FISCAL YEAR 2017-2018

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APPENDIX C

FORM OF THE CITY BOND RESOLUTION AND THE CITY BOND

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APPENDIX D

FORM OF BOND COUNSEL OPINION

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FORM OF BOND COUNSEL OPINION

Upon the delivery of the Series 2017 Bonds Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, proposes deliver an opinion in substantially the following form:

Mississippi Development Bank
Jackson, Mississippi

RE: \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project), dated the date of delivery (the "Series 2017 Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank (the "Issuer") of the above described Series 2017 Bonds, pursuant to an Indenture of Trust (the "Indenture"), dated __, 2017, by and between the Issuer and Trustmark National Bank, Jackson, Mississippi, as Trustee (the "Trustee"). The Series 2017 Bonds are being issued by the Issuer for the principal purpose of providing funds for the purchase of the \$6,000,000 General Obligation Bond, Series 2017 (the "City Bond") being issued by the City of Southaven, Mississippi (the "City") to finance certain public improvements of the City. We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Series 2017 Bonds and such other papers as we deem necessary to render this opinion, including (a) the tax covenants and representations of the Issuer made in the Indenture and in the Tax Regulatory Agreement and Non-Arbitrage Certificate, dated __, 2017 (the "Arbitrage Certificate") by and among the Issuer, the City and the Trustee, and (b) the tax covenants and representations of the City made in a resolution (the "City Bond Resolution") adopted by the Mayor and the Board of Aldermen of the City on November 7, 2017, and in the Arbitrage Certificate. Together the covenants and representations made in the Indenture, the City Bond Resolution and the Arbitrage Certificate are referred to herein as the "Tax Representations and Covenants". Capitalized terms not defined herein shall have the definitions as set forth in the Indenture and the City Bond Resolution.

Regarding facts material to our opinions, we have relied upon the certified transcript of proceedings of the Issuer and the City and other certificates of public officials, including the Tax Representations and Covenants, and have not undertaken to verify any facts by independent investigation.

Based upon our examination and subject to the qualifications that follow, we are of the opinion, as of the date hereof, as follows:

1. The Series 2017 Bonds are legal, valid and binding limited obligations of the Issuer enforceable in accordance with the terms thereof. The Series 2017 Bonds are payable from and secured only by the certain payments and funds to be received by the Issuer and the Trustee and pledged to the Series 2017 Bonds under the Indenture.

2. The Indenture is a valid and binding agreement of the Issuer enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create in the Funds and Accounts and the City Bond, including the investments thereof (excepting therefrom the Rebate Fund), subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

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3. Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated below, interest on the Series 2017 Bonds is excludable from gross income for federal income tax purposes. Furthermore, interest on the Series 2017 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Series 2017 Bonds is taken into account in determining adjusted current earnings for purposes of computing the federal alternative minimum tax imposed on corporations. We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2017 Bonds. In rendering the opinion contained in this paragraph 3, we have assumed continuing compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be met by the Issuer and the City after the issuance of the Series 2017 Bonds, including the Tax Representations and Covenants, in order that interest on the Series 2017 Bonds not be includable in gross income for federal income tax purposes. The failure to meet such requirements may cause interest on the Series 2017 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2017 Bonds. The Issuer and the City have covenanted to comply with or to require compliance with the requirements of the Code in order to maintain the excludability of interest on the Series 2017 Bonds from gross income for federal income tax purposes.

4. Under and pursuant to the Bank Act, the Series 2017 Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

In rendering the opinion in paragraph 3 above, Bond Counsel has assumed the continuing compliance by the Issuer and the City with the Tax Representations and Covenants. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Series 2017 Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Series 2017 Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Series 2017 Bonds have resulted in a failure of the Issuer or the City to comply with its covenants. Failure of the Issuer or the City to comply with the Tax Representations and Covenants could result in the interest on the Series 2017 Bonds becoming subject to federal income tax from the date of issue.

Owners of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of any other collateral federal income tax consequences.

It is to be understood that the rights of the owners of the Series 2017 Bonds and the enforceability of the Series 2017 Bonds, the Indenture, the City Bond and the City Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement dated ____, 2017 regarding the Series 2017 Bonds, or any other statements made in connection with any offer or sale of the Series 2017 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Series 2017 Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have

Minutes, City of Southaven, Southaven, Mississippi

been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion we have relied upon the opinion of Balch & Bingham, LLP, Jackson, Mississippi, counsel for the Issuer, dated the date hereof, as to the due authorization and execution by and enforceability against the Issuer as to the Series 2017 Bonds and the Indenture.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

BUTLER SNOW LLP

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

APPENDIX E
DEFINITIONS

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

(INSERT DEFINITIONS FROM INDENTURE)

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate") is executed and delivered by the City of Southaven, Mississippi (the "City") in connection with the issuance of \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project), dated the date of delivery thereof (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust (the "Indenture"), dated ____, 2017, between the Mississippi Development Bank (the "Bank") and Trustmark National Bank, Jackson, Mississippi, as trustee (the "Trustee"). The proceeds of the Bonds will be used by the Bank to purchase the City's \$6,000,000 General Obligation Bond, Series 2017 (the "City Bond"). The proceeds of the City Bond will be used by the City to finance the costs of various capital improvements in the City. The City covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC").

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean, initially, the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"**Material Events**" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at <http://emma.msrb.org>.

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

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

a. The City shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the City's fiscal year of each year, commencing twelve (12) months following the end of the City's fiscal year ending September 30, 2017, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the City; it is not required that the format reflected in this Official Statement be used in future years.

b. If the City is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the City shall file or cause to be filed with the MSRB a notice in substantially the form attached as Exhibit "A" or in another form determined by the City in a timely manner.

Minutes, City of Southaven, Southaven, Mississippi

c. The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the appropriate electronic format prescribed by the MSRB;

(2) if the Dissemination Agent is other than the City, send written notice to the City at least 30 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the entities to which it was provided.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

a. A copy of its annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial information, if available, or adopted budgets of the City will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

b. A copy of its budget approved by the City for the current fiscal year.

c. An update of the financial information of the type included in Exhibit B to this Disclosure Certificate.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The City shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Material Events. The City shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds:

a. Principal and interest payment delinquencies;

b. Non-payment related defaults, if material;

c. Unscheduled draws on debt service reserves reflecting financial difficulties;

d. Unscheduled draws on credit enhancements reflecting financial difficulties;

e. Substitution of credit or liquidity providers or their failure to perform;

f. 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;

g. Modifications to rights of bondholders, if material;

h. Bond calls, if material, and tender offers;

Minutes, City of Southaven, Southaven, Mississippi

- i. Defeasances;
- j. Release, substitution or sale of property securing repayment of the Bonds, if material;
- k. Rating changes;
- l. Bankruptcy, insolvency, receivership or similar event of the obligated person;

m. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- n. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

SECTION 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its

Minutes, City of Southaven, Southaven, Mississippi

obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the City has caused this Disclosure Agreement to be executed by a duly authorized officer, all as of this ____ day of ____, 2017.

(SEAL)

CITY OF SOUTHAVEN, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Mississippi Development Bank
Name of Conduit Borrower: City of Southaven, Mississippi (the "City")
Name of Bond Issue: \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) (the "Series 2017 Bonds")
Date of Issuance: ____, 2017
CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Bonds as required by the Continuing Disclosure Certificate executed on ____, 2017 by the City. The City anticipates that the Annual Report will be filed by ____, 2017.

Dated: _____, ____

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

Name of Issuer: Mississippi Development Bank
Name of Conduit Borrower: City of Southaven, Mississippi (the "City")
Name of Bond Issue: \$6,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Southaven, Mississippi General Obligation Bond Project) (the "Series 2017 Bonds")
Date of Issuance: ____, 2017
CUSIP Numbers:

Government

Name	Occupation	Position Held Since

Minutes, City of Southaven, Southaven, Mississippi

TAX INFORMATION

Assessed Valuation of the City²⁵

Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto- Mobiles	Total

Tax Levy Per \$1,000 Valuation²⁶

City - General Purpose:					
Operating Millage					
Debt Millage					
Total for City:					

²⁵ 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.

²⁶ 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

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Minutes, City of Southaven, Southaven, Mississippi

The Mayor and Board of Aldermen ("Governing Body") of the City of Southaven, Mississippi (the "City"), took up the matter of reinstating for ten (10) years the authority for the City to levy and collect an additional one percent sales tax on gross proceeds of restaurants operating within the City from the sales of beverages and prepared food for providing funds to promote Southaven tourism, parks and recreation originally authorized by Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925. After full discussion of the subject, Aldermen Gallagher offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI REQUESTING THE LEGISLATURE OF THE STATE OF MISSISSIPPI TO REINSTATE FOR TEN (10) YEARS THE AUTHORITY FOR THE CITY OF SOUTHAVEN, MISSISSIPPI TO LEVY AND COLLECT A TAX UPON EVERY PERSON, CORPORATION, OR FIRM OPERATING A RESTAURANT IN THE CITY AT A RATE NOT TO EXCEED ONE PERCENT (1%) OF THE GROSS PROCEEDS FROM THE SALES OF BEVERAGES AND PREPARED FOOD AT RESTAURANTS TO PROVIDE FUNDS FOR PROMOTING TOURISM, PARKS AND RECREATION ORIGINALLY AUTHORIZED BY CHAPTER 955, LOCAL AND PRIVATE LAWS OF 2011 AND RE-AUTHORIZED IN 2014 BY SENATE BILL 2925.

WHEREAS, the Governing Body of the City hereby find, determine and declare as follows:

WHEREAS, in 2011, the Mississippi Legislature ("Legislature") passed House Bill 1462, which authorized the City for a period of three (3) years, until July 1, 2014, to levy and collect an additional one percent (1%) tax of the gross proceeds of restaurants operating within the City from the sales of beverages and prepared food for providing funds to promote tourism, parks and recreation in the City; and

WHEREAS, in 2014, the Legislature passed Senate Bill 2925, which extended the one percent (1%) tax as authorized by House Bill 1462 for an additional three (3) years until July 1, 2017; and

WHEREAS, in 2017, the Legislature voted against the re-authorization of the levy and collection of the additional one percent (1%) tax of the gross proceeds of restaurants operating within the City; and

WHEREAS, previously, referendums were held on October 5, 2010, and October 4, 2011, by the City whereby the citizens of the City did approve authorizing the City to levy and collect the additional tax on the gross proceeds of the restaurants within the City; and

WHEREAS, the City has used this tax revenue effectively since initial collections to enhance tourism and expand park and recreational facilities within the City as set forth below:

1. Greenbrook Softball Gift Shop and Cooking Pavilion
2. New Scoreboards for Snowden Grove, Greenbrook, and Cherry Valley
3. BankPlus Amphitheater Stage Enclosure

Minutes, City of Southaven, Southaven, Mississippi

4. Pine Tar Alley Road Extension at Snowden Grove
5. Senior Center at Snowden Grove
6. Snowden Grove Mini-Stadiums and Bathroom/Concession Additions
7. Tennis Expansion (8 New Courts with Pavilion and Bathrooms)

WHEREAS, once reinstated, the City will use the proceeds from the tax for the continuance of promoting tourism and enhancement and expansion of park facilities within the City; and

WHEREAS, the City's second-to-none park facilities and tourism appeal, along with the City's geographical location, has attracted thousands of citizens from other states to the City's restaurants; thereby, generating tourism funds which benefit not only the City, but also the State of Mississippi; and

WHEREAS, the City's use of the proceeds for the expansion and enhancement of its park facilities and tourism will continue to attract visitors from other states and promote tourism in the City and State of Mississippi and continue to provide revenue dollars to the City and State of Mississippi; and

WHEREAS, the Governing Body of the City request the Legislature to reinstate for ten (10) years the authority for the City to levy and collect a tax upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants; and

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

SECTION 1. The Governing Body of the City hereby respectfully requests that the Legislature reinstate for ten (10) years the authority for the City to levy and collect a tax upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants to provide funds for the promotion of Southaven tourism, parks and recreation originally authorized by Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925.

SECTION 2. The Governing Body of the City hereby requests the Legislature include in the local and private legislation that upon the expiration of the ten (10) years for collection of the tax, such tax shall expire unless the continuance of the tax is approved by another referendum of the City citizens.

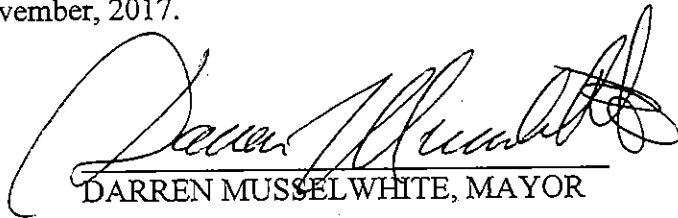
SECTION 3. The Mayor and/or City Clerk is hereby directed to provide a certified copy of this Resolution to the Legislature and the Mayor or his designee is authorized to take any and all actions to effectuate the intent of this Resolution.

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

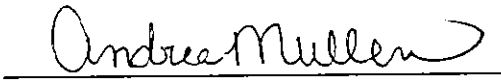
Minutes, City of Southaven, Southaven, Mississippi

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 7th day of November, 2017.


DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPROVING FINAL CHANGE ORDER FOR ELMORE ROAD NORTH AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Elmore Road North ("Project") whereby Ferrell Paving ("Ferrell") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for changes, via a final change order, to reflect increases for final field quantity adjustment for the Project as more fully set forth in Exhibit A; and

WHEREAS, the increase associated with the change order and is anticipated to be below the contingency funds that were provided to the State of Mississippi as part of the Project; and

WHEREAS, based on the recommendation of the respective engineers, the City desires to proceed with the suggested changes as set forth above and in more detail in Exhibit A and pursuant to Mississippi Code 31-7-13(g) finds that the Final Change Order for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

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

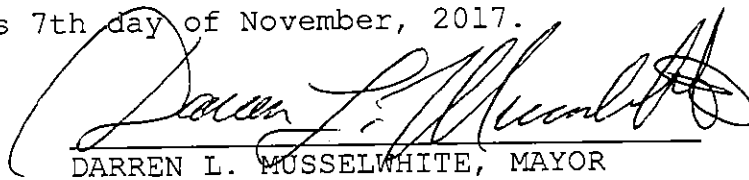
1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$14,414.34.
2. Contingent upon final approval of Mississippi State Aid, the Mayor is authorized to sign the Change Order and take all actions to effectuate the intent of this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

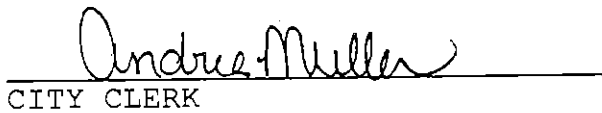
Following a reading of the foregoing resolution, Aldermen Flores made the motion and Alderman Wheeler seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

ORDERED AND DONE, this 7th day of November, 2017.


DARREN L. MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

Bond No. 106050416

State Aid Supplemental Agreement – Contract

SUPPLEMENTAL AGREEMENT

State Aid Project No. DECD-0017(42)B/81-0017-30-042-10
City of Southaven, Desoto County

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WHEREAS, (I), (We), Ferrell Paving, Inc.
Contractor, of Memphis, Tennessee and
the Travelers Casualty and Surety Company of America of
Hartford, Connecticut, Surety, entered into a contract with the
Board of Aldermen of the City of Southaven, Desoto County on the 6th day of
August, 2014, for the construction of the above designated project, and

WHEREAS,

This work consists of adding the following items and associated unit prices to the project:

S-203-E-1 – Borrow @ \$10.50/CY - Unsuitable Material Encountered
S-202-K – Clean Existing Pipe @ LS – To Allow Re-use of Existing Pipe
S-229 – Concrete Paved Ditch @ \$700.00/CY – Required due to Pipe Re-Alignment
S-202-I – Remove 30" Flared End Section @ LS – Remove Open Ditch Per City
S-202-J – Remove 24" RCP @ LS - Remove Open Ditch Per City

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, (I), (We), Ferrell Paving, Inc.
Contractor, and the Travelers Casualty and Surety Company of America, Surety
hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that
this supplemental Agreement is hereby made a part of the original contract is in full force and effect except as it
might be modified by this Supplemental Agreement.

Dated this the 18th day of September, 20 17.

Travelers Casualty and Surety Company of America

Ferrell Paving, Inc. Surety
Contractor

BY: Teresa M. Sheppard
Attorney-in-Fact Teresa M. Sheppard
Mississippi Nonresident Agent

BY: [Signature]
Title Secretary

RECOMMENDED APPROVAL:

APPROVED:

Consulting Engineer, Neel-Schaffer Inc.

Date

APPROVED:

BOARD OF ALDERMEN
City of Southaven, Desoto

COUNTY

(By Order of the Board Dated 11/7/17)

BY: [Signature]
Mayor

State Aid Engineer
Office of State Aid Road Construction

Minutes, City of Southaven, Southaven, Mississippi

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

In Fact No. 231644

Certificate No. 007246253

ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph Lammel, Teresa M. Sheppard, and Matthew J. Lammel

of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other obligations obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

LESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



Connecticut
Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

2nd day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

Whereof, I hereunto set my hand and official seal.
This commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Minutes, City of Southaven, Southaven, Mississippi

CONSTRUCTION CHANGE REQUEST

No. 3

5-Jul-17

ATTN: STATE AID ENGINEER

PROJECT NO. DECD-0017(42)B

City of Southaven, DeSoto County

The following changes on the above project, with stations, quantities, and items involved, are recommended for the reasons stated in detail:

ORIGINAL

S-203-A 12,134 CY of Unclassified Excavation
 S-203-A 19 CY of Unclassified Excavation
 S-203-H 2,000 CY of Excess Excavation
 S-304-D 8,901 TON of Crushed Stone
 S-403-A 44 TN of Hot Mix Asphalt (12.5 MM), Base Repair
 S-407-A 2,680 GAL of Asphalt for Tack Coat
 S-408-A 2,940 GAL of Asphalt for Prime Coat
 S-601-B 76.78 CY of Class B Structural Concrete, Minor Structures
 S-603-C-A 728 LF of 18" RCP
 S-603-C-A 1246 LF of 24" RCP
 S-603-C-A 292 LF of 30" RCP
 S-603-C-A 519 LF of 36" RCP
 S-603-C-B 2 EA of 18" RCP, End Section
 S-604-B 762 LBS of Gratings
 S-608-B 284.18 SY Concrete Driveway
 S-609-D 3805.51 LF Combination Curb & Gutter
 S-613-E 5 UN of Adjustment of Drainage Structures
 S-613-E 7 UN of Adjustment of Sewer Manholes
 S-613-E 7 UN of Adjustment of Water Meters
 S-613-E 10 UN of Adjustment of Water Valves
 S-617-A 43 EA of Right of Way Markers
 S-621-A 1,510 MI of 6" Wide Thermoplastic Traffic Stripe (Skip White)
 S-621-D 1,510 MI of 6" Wide Thermoplastic Traffic Stripe (Skip Yellow)
 S-621-E-2 8,000 LF of 6" Wide Thermoplastic Traffic Stripe (Continuous Yellow)
 S-627-K 267 EA of Red-Clear Reflective HP Raised Markers
 S-627-L 667 EA of Two-Way Yellow Reflective HP Raised Markers
 S-630-A 4 EA of Reflectorized Traffic Warning Sign
 S-630-B 24 EA of Reflectorized Traffic Regulatory Sign
 901-S-212-A 3.4 Ton of Agricultural Limestone
 S-212-B 0.85 TN of Commercial Fertilizer
 S-212-F 0.26 TN of Ammonium Nitrate
 S-214-A 1.70 AC of Seeding
 S-215-A 3.4 TN of Vegetative Material for Mulch
 S-226-A 4,025 SY of Solid Sodding
 S-233-A 5,000 LF of Temporary Silt Fence
 S-815-A 1,174 TN of Loose Rip Rap
 S-815-E 1,563 SY of Geotextile Under Rip Rap
 S-300-A 0 CY of Borrow
 S-202-I 0 LS Remove 30" Flair Section
 S-202-J 0 LS of 24" Arch Pipe
 S-202-K 0 LS Clean Existing Pipe
 S-229-A 0 CY Paved Ditch

PROPOSED

S-203-A DEDUCT 1,859 CY of Unclassified Excavation
 S-203-A DEDUCT 19 CY of Unclassified Excavation
 S-203-H DEDUCT 42 CY of Excess Excavation
 S-304-D DEDUCT 416 TN of Crushed Stone
 S-403-A DEDUCT 23.75 TN of Hot Mix Asphalt (12.5 MM), Base Repair
 S-407-A DEDUCT 179 GAL of Asphalt for Tack Coat
 S-408-A DEDUCT 958 GAL of Asphalt for Prime Coat
 S-601-B ADD 15.33 CY of Class B Structural Concrete, Minor Structures
 S-603-C-A DEDUCT 8 LF of 18" RCP
 S-603-C-A DEDUCT 94 LF of 24" RCP
 S-603-C-A DEDUCT 4 LF of 30" RCP
 S-603-C-A DEDUCT 7 LF of 36" RCP
 S-603-C-B ADD 1 EA of 18" RCP, End Section
 S-604-B ADD 381 LBS of Gratings
 S-608-B ADD 117.98 SY Concrete Driveway
 S-609-D DEDUCT 194.15 LF Combination Curb & Gutter
 S-613-E ADD 12 UN of Adjustment of Drainage Structures
 S-613-E DEDUCT 3 UN of Adjustment of Sewer Manholes
 S-613-E DEDUCT 5 UN of Adjustment of Water Meters
 S-613-E DEDUCT 9 UN of Adjustment of Water Valves
 S-617-A DEDUCT 4 EA of Right of Way Markers
 S-621-A ADD 0.01 MI of 6" Wide Thermoplastic Traffic Stripe (Skip White)
 S-621-D DEDUCT 0.09 MI of 6" Wide Thermoplastic Traffic Stripe (Skip Yellow)
 S-621-E-2 DEDUCT 499 LF of 6" Wide Thermoplastic Traffic Stripe (Continuous Yellow)

Minutes, City of Southaven, Southaven, Mississippi

CONSTRUCTION CHANGE REQUEST

No. 3 5-Jul-17

STATE AID ENGINEER

PROJECT NO. DECD-0017(42)B

City of Southaven, DeSoto County

The following changes on the above project, with stations, quantities, and items involved, are recommended for the reasons stated in detail:

S-627-K DEDUCT 76 EA of Red-Clear Reflective HP Raised Markers
S-627-L DEDUCT 64 EA of Two-Way Yellow Reflective HP Raised Markers
S-630-A DEDUCT 1 EA of Reflectorized Traffic Warning Sign
S-630-B DEDUCT 2 EA of Reflectorized Traffic Regulatory Sign
901-S-212-A ADD 1.9 Ton of Agricultural Limestone
S-212-B ADD 0.77 TN of Commercial Fertilizer
S-212-F DEDUCT 0.26 TN of Ammonium Nitrate
S-214-A ADD 0.89 AC of Seeding
S-215-A ADD 1.78 TN of Vegetative Material for Mulch
S-226-A DEDUCT 1,706 SY of Solid Sodding
S-233-A DEDUCT 423 LF of Temporary Silt Fence
S-815-A ADD 30.86 TN of Loose Rip Rap
S-815-E ADD 567.42 SY of Geotextile Under Rip Rap
S-203-E-1 ADD 2051 CY of Borrow
S-202-I ADD 1 LS Remove 30" Flair Section
S-202-J ADD 1 LS of 24" Arch Pipe
S-202-K ADD 1 LS Clean Existing Pipe
S-229-A ADD 1.67 CY Paved Ditch

CAUTION:

Final Quantity Adjustments

ORIGINAL QUANTITY AND COST

Item No.	Description	Unit	Quantity	Unit Price	Item Price
03-A	Unclassified Excavation	CY	12,134.00	\$ 7.00	\$ 84,938.00
03-S	Unclassified Excavation	CY	19.00	\$ 11.55	\$ 219.45
03-H	Excess Excavation	CY	2,000.00	\$ 10.50	\$ 21,000.00
04-D	Crushed Stone	TON	8,901.00	\$ 20.90	\$ 186,030.90
03-A	Hot Mix Asphalt (12.5 MM), Base Repair	TN	44.00	\$ 166.42	\$ 7,322.48
07-A	Asphalt for Tack Coat	GAL	2,680.00	\$ 2.92	\$ 7,825.60
08-A	Asphalt for Prime Coat	GAL	2,940.00	\$ 2.92	\$ 8,584.80
01-B	Class B Structural Concrete, Minor Structures	CY	76.78	\$ 1,500.00	\$ 115,170.00
3-C-A	18" RCP	LF	728.00	\$ 30.75	\$ 22,386.00
3-C-A	24" RCP	LF	1,246.00	\$ 41.05	\$ 51,148.30
3-C-A	30" RCP	LF	292.00	\$ 51.00	\$ 14,892.00
3-C-A	36" RCP	LF	519.00	\$ 65.35	\$ 33,916.65
3-C-B	18" RCP, End Section	EA	2.00	\$ 465.00	\$ 930.00
04-B	Gratings	LBS	762.00	\$ 4.00	\$ 3,048.00
08-B	Concrete Driveways	SY	284.18	\$ 54.00	\$ 15,345.72
09-D	Combination Curb & Gutter	LF	3,805.15	\$ 13.85	\$ 52,701.33
13-E	Adjustment of Drainage Structures	UN	5.00	\$ 650.00	\$ 3,250.00
13-E	Adjustment of Sewer Manholes	UN	7.00	\$ 650.00	\$ 4,550.00
13-E	Adjustment of Water Meters	UN	7.00	\$ 325.00	\$ 2,275.00
13-E	Adjustment of Water Valves	UN	10.00	\$ 325.00	\$ 3,250.00
7-A	Right of Way Markers	EA	43.00	\$ 165.00	\$ 7,095.00
1-A	6" Wide Thermoplastic Traffic Stripe (Skip White)	MI	1.51	\$ 1,100.00	\$ 1,661.00
1-D	6" Wide Thermoplastic Traffic Stripe (Skip Yellow)	MI	1.51	\$ 1,100.00	\$ 1,661.00
1-E-2	6" Wide Thermoplastic Traffic Stripe (Continuous Yellow)	LF	8,000.00	\$ 0.55	\$ 4,400.00
27-K	Red-Clear Reflective HP Raised Markers	EA	267.00	\$ 5.50	\$ 1,468.50
27-L	Two-Way Yellow Reflective HP Raised Markers	EA	667.00	\$ 5.50	\$ 3,668.50
30-A	Reflectorized Traffic Warning Sign	EA	4.00	\$ 165.00	\$ 660.00
30-B	Reflectorized Traffic Regulatory Sign	EA	24.00	\$ 143.00	\$ 3,432.00
212-A	Agricultural Limestone	TN	3.40	\$ 66.00	\$ 224.40
2-B	Commercial Fertilizer	TN	0.85	\$ 715.00	\$ 607.75
2-F	Ammonium Nitrate	TN	0.26	\$ 2,538.47	\$ 660.00
4-A	Seeding	AC	1.70	\$ 412.50	\$ 701.25
5-A	Vegetative Material for Mulch	TN	3.40	\$ 269.50	\$ 916.30
6-A	Solid Sodding	SY	4,025.00	\$ 3.30	\$ 13,282.50
8-A	Temporary Silt Fence	LF	5,000.00	\$ 4.50	\$ 22,500.00
5-A	Loose Rip Rap	TN	1,174.00	\$ 38.75	\$ 45,492.50
5-E	Geotextile Under Rip Rap	SY	1,563.00	\$ 2.50	\$ 3,907.50
4-E-1	Borrow	CY	0.00	\$ 10.50	\$ -
2-I	Remove 30" Flair Section	LS	0.00	\$ 250.00	\$ -
2-J	Remove 24" Arch Pipe	LS	0.00	\$ 1,000.00	\$ -
2-K	Clean Existing Pipe	LS	0.00	\$ 1,200.00	\$ -
9-A	Paved Ditch	CY	0.00	\$ 700.00	\$ -
Subtotal =					\$ 751,122.43

PROPOSED QUANTITY AND COST

Minutes, City of Southaven, Southaven, Mississippi

CONSTRUCTION CHANGE REQUEST

No. 3 Date 5-July-17
PROJECT NO. DECD-0017(42)B
City of Southaven, DeSoto County

ATTN: STATE AID ENGINEER

The following changes on the above project, with stations, quantities, and items involved, are recommended for the reasons stated in detail:

Pay Item No.	Description	Unit	Quantity	Unit Price	Item Price
S-208-A	Unclassified Excavation	CY	10,275.00	\$ 7.00	\$ 71,925.00
S-208-S	Unclassified Excavation	CY	0.00	\$ 11.55	\$ -
S-208-H	Excess Excavation	CY	1,958.00	\$ 10.50	\$ 20,559.00
S-304-D	Crushed Stone	TON	8,485.00	\$ 20.90	\$ 177,336.50
S-408-A	Hot Mix Asphalt (12.5 MM), Base Repair	TN	20.25	\$ 166.42	\$ 3,370.01
S-407-A	Asphalt for Tack Coat	GAL	2,501.00	\$ 2.92	\$ 7,302.92
S-408-A	Asphalt for Prime Coat	GAL	1,982.00	\$ 2.92	\$ 5,787.44
S-601-B	Class B Structural Concrete, Minor Structures	CY	92.11	\$ 1,500.00	\$ 138,165.00
S-603-C-A	18" RCP	LF	720.00	\$ 30.75	\$ 22,140.00
S-603-C-A	24" RCP	LF	1,152.00	\$ 41.05	\$ 47,289.60
S-603-C-A	30" RCP	LF	288.00	\$ 51.00	\$ 14,688.00
S-603-C-A	36" RCP	LF	512.00	\$ 65.35	\$ 33,459.20
S-603-C-B	18" RCP, End Section	EA	3.00	\$ 465.00	\$ 1,395.00
S-604-B	Gratings	LBS	1,143.00	\$ 4.00	\$ 4,572.00
S-608-B	Concrete Driveways	SY	402.16	\$ 54.00	\$ 21,716.64
S-609-D	Combination Curb & Gutter	LF	3,611.00	\$ 13.85	\$ 50,012.35
S-613-E	Adjustment of Drainage Structures	UN	17.00	\$ 650.00	\$ 11,050.00
S-613-E	Adjustment of Sewer Manholes	UN	4.00	\$ 650.00	\$ 2,600.00
S-613-E	Adjustment of Water Meters	UN	2.00	\$ 325.00	\$ 650.00
S-613-E	Adjustment of Water Valves	UN	1.00	\$ 325.00	\$ 325.00
S-617-A	Right of Way Markers	EA	39.00	\$ 165.00	\$ 6,435.00
S-621-A	6" Wide Thermoplastic Traffic Stripe (Skip White)	MI	1.52	\$ 1,100.00	\$ 1,672.00
S-621-D	6" Wide Thermoplastic Traffic Stripe (Skip Yellow)	MI	1.42	\$ 1,100.00	\$ 1,562.00
S-621-E-2	6" Wide Thermoplastic Traffic Stripe (Continuous Yellow)	LF	7,501.00	\$ 0.55	\$ 4,125.55
S-627-K	Red-Clear Reflective HP Raised Markers	EA	191.00	\$ 5.50	\$ 1,050.50
S-627-L	Two-Way Yellow Reflective HP Raised Markers	EA	603.00	\$ 5.50	\$ 3,316.50
S-630-A	Reflectorized Traffic Warning Sign	EA	3.00	\$ 165.00	\$ 495.00
S-630-B	Reflectorized Traffic Regulatory Sign	EA	22.00	\$ 143.00	\$ 3,146.00
901-S-212-A	Agricultural Limestone	TN	5.30	\$ 66.00	\$ 349.80
S-212-B	Commercial Fertilizer	TN	1.62	\$ 715.00	\$ 1,158.30
S-212-F	Ammonium Nitrate	TN	0.00	\$ 2,538.47	\$ -
S-214-A	Seeding	AC	2.59	\$ 412.50	\$ 1,068.38
S-215-A	Vegetative Material for Mulch	TN	5.18	\$ 269.50	\$ 1,396.01
S-226-A	Solid Sodding	SY	2,319.00	\$ 3.30	\$ 7,652.70
S-233-A	Temporary Silt Fence	LF	4,577.00	\$ 4.50	\$ 20,596.50
S-815-A	Loose Rip Rap	TN	1,204.86	\$ 38.75	\$ 46,688.33
S-815-E	Geotextile Under Rip Rap	SY	2,130.42	\$ 2.50	\$ 5,326.05
S-203-B-1	Borrow	CY	2,051.00	\$ 10.50	\$ 21,535.50
S-202-I	Remove 30" Flair Section	LS	1.00	\$ 250.00	\$ 250.00
S-202-J	Remove 24" Arch Pipe	LS	1.00	\$ 1,000.00	\$ 1,000.00
S-202-K	Clean Existing Pipe	LS	1.00	\$ 1,200.00	\$ 1,200.00
S-229-A	Paved Ditch	CY	1.67	\$ 700.00	\$ 1,169.00
Subtotal =					\$765,536.77

Net Increase/Decrease \$14,414.34

Total Estimated Project Cost - Per Contract	\$ 2,106,300.00 (A)	APPROVAL RECOMMENDED:
Estimate Dated: <u>05/14/14</u>		
Contingencies Per Estimate Dated: <u>May 14, 2014</u>	\$ 100,305.54 (B)	
TOTAL CONTRACT ITEMS (A-B)	\$ 2,005,994.46 (C)	CITY ENGINEER
TOTAL Previously Approved Change Requests ☒ Plus ☐ Minus	\$ 28,482.63 (C)	
NEW TOTAL CONTRACT ITEMS (C + - D)	\$ 2,034,477.09 (E)	
Estimated Amount - This Request ☒ Plus ☐ Minus	\$ 14,414.34 (F)	APPROVED:
REVISED TOTAL-CONTRACT ITEMS (E + - F)	\$ 2,048,891.43 (G)	
INDICATED UNDERRUN (A - G)	\$ 57,408.57 (H)	STATE AID ENGINEER
INDICATED OVERRUN (G - A)	\$ 0.00 (I)	

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPROVING FINAL CHANGE ORDER FOR ELMORE ROAD SOUTH AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Elmore Road South ("Project") whereby Ferrell Paving ("Ferrell") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineers and Project consulting engineers to allow for changes, via a final change order, to reflect increases for final field quantity adjustment for the Project as more fully set forth in Exhibit A; and

WHEREAS, the increase associated with the change order and is anticipated to be below the contingency funds that were provided to the State of Mississippi as part of the Project; and

WHEREAS, based on the recommendation of the respective engineers, the City desires to proceed with the suggested changes as set forth above and in more detail in Exhibit A and pursuant to Mississippi Code 31-7-13(g) finds that the Final Change Order for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

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

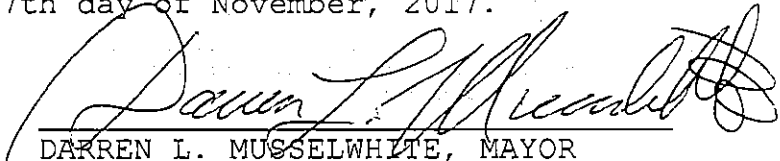
1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$51,069.04.
2. Contingent upon final approval of Mississippi State Aid, the Mayor is authorized to sign the Change Order and take all actions to effectuate the intent of this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

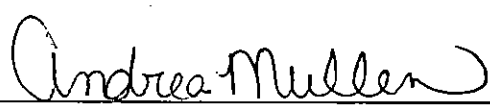
Following a reading of the foregoing resolution, Aldermen Flores made the motion and Alderman Payne seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

ORDERED AND DONE, this 7th day of November, 2017.


DARREN L. MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

Bond No. 106050417

State Aid Supplemental Agreement – Contract

SUPPLEMENTAL AGREEMENT

State Aid Project No. DECD-0017(39)B/81-0017-30-039-10
City of Southaven, Desoto County

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WHEREAS, (I), (We), Ferrell Paving, Inc. and
Contractor, of Memphis, Tennessee and
Travelers Casualty and Surety Company of America of
Hartford, Connecticut, Surety, entered into a contract with the
Board of Aldermen of the City of Southaven, Desoto County on the 6th day of
August, 2014, for the construction of the above designated project, and

WHEREAS,

the work consists of adding the following items and associated unit prices to the project:

- 03-A.1 – Undercut @ \$10.50/CY - Unsuitable Soils Encountered in Subgrade
- 03-E - Adjustment of Drainage Structures @ \$650.00/UN – Due to Centerline Profile Changes
- 03-F – Excavate Outfall Ditch @ \$8.50/LF – Requested By City for Proper Drainage
- 02 – Re-lay (Lower) Sewer Line @ \$1,750.00/LS – Due to Existing Utility Conflict

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, (I), (We), Ferrell Paving, Inc., Surety
Contractor, and the Travelers Casualty and Surety Company of America, Surety
do hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that
this Supplemental Agreement is hereby made a part of the original contract is in full force and effect except as it
may be modified by this Supplemental Agreement.
Witnessed this the 18th day of September, 20 17.

Travelers Casualty and Surety Company of America Ferrell Paving, Inc. Surety
Contractor

BY:

Teresa M. Sheppard
Title Secretary

Attorney-in-Fact Teresa M. Sheppard
Mississippi Nonresident Agent

COMMENDED APPROVAL:

Consulting Engineer, Neel-Schaffer Inc. APPROVED _____ Date _____

APPROVED:

BOARD OF ALDERMEN
City of Southaven, Desoto COUNTY

Order of the Board Dated 4-27-17

or

State Aid Engineer
Office of State Aid Road Construction

Minutes, City of Southaven, Southaven, Mississippi

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231644

Certificate No. 007246258

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

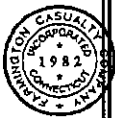
W. Joseph Lammel, Teresa M. Sheppard, and Matthew J. Lammel

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 2nd day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Minutes, City of Southaven, Southaven, Mississippi

CONSTRUCTION CHANGE REQUEST

No. _____ 4 Date JULY 5, 2017PROJECT NO. DECD-0017(39)BCity of Southaven, DeSoto County

STATE AID ENGINEER

Following changes on the above project, with stations, quantities, and items involved, are recommended for the reasons stated in detail:

FINAL QUANTITY ADJUSTMENTS

VAL:

S-202-C	631.0 LF of Removal of Concrete Curb and Gutter
S-202-D	3,442.0 SY of Removal of Asphalt Pavement (All Depths)
S-202-D	502.0 SY of Removal of Concrete Pavement (All Depths)
S-203-A	5,655 CY of Unclassified Excavation
S-304-A	3,404.0 CY of Granular Material
S-304-D	5,466.0 TON of Crushed Stone
S-403-A	9.0 TON of Hot Mix Asphalt, Base Repair
S-403-B	2,103.0 TON of Hot Mix Asphalt, Leveling
S-407-A	1,700 GAL of Asphalt for Tack Coat
S-408-A	2,268 GAL of Asphalt for Prime Coat
S-602-A	9,975 LB of Reinforcing Steel
S-603-C-A	934 LF of 18" RCP Class III
S-603-C-A	291 LF of 24" RCP Class III
S-603-C-A	1720 LF of 36" RCP Class III
S-603-C-A	455 LF of 42" RCP Class III
S-603-C-B	8 EA of 18" RCP End Section
S-603-C-B	1 EA of 36" RCP End Section
S-603-C-B	1 EA of 48" RCP End Section
S-603-S-B	1 EA of 48" Branch Connection to Box Culvert Wingwall
S-603-S-B	1 EA of 24" Branch Connection to Box Culvert Wingwall
S-604-B	1,143 LB of Gratings
S-606-B	1,330 LF of Guard Rail, W Beam
S-606-C	13 LF of Guard Rail, Cable Anchor, Type 1 Foundation Tube
S-608-B	334 SY of Concrete Driveway
S-608-D	5,850 LF of Combination Concrete Curb & Gutter
S-613-E	6 UN of Adjustment of Manholes
S-613-E	7 UN of Adjustment of Water Meters
S-613-E	10 UN of Adjustment of Water Valves
S-613-E	0 UN of Adjustment of Drainage Structures
S-617-A	22 EA of Right of Way Markers
S-621-A	0.3 MI of 6" Wide Thermoplastic Traffic Stripe (Skip White)
S-621-C	1.716 MI of 6" Wide Thermoplastic Edge Strip (Cont White)
S-621-D	1.58 MI of 6" Wide Thermoplastic Traffic Stripe (Skip Yellow)
S-621-G-1	4,492.77 LF of 4" Thermoplastic Detail Stripe (White)
S-621-H-2	978.79 SF of Thermoplastic Legend (White)
S-627-K	31 EA of Red-Clear Reflective HP Raised Markers
S-627-L	626 EA of Two-Way Yellow Reflective HP Raised Markers
S-630-A	10 EA of Reflectorized Traffic Warning Sign
S-631-A	19 CY of Flowable Fill
901-S-212-A	9.02 Tons of Agricultural Limestone
S-212-B	4.51 Tons of Commercial Fertilizer
S-212-F	0.45 Tons of Ammonium Nitrate
S-214-A	4.51 AC of Seeding
S-215-A	9.03 Tons of Vegetative Material for Mulch
S-229-A	1.88 CY of Portland Cement Concrete Paved Ditch
S-233-A	4,000 LF of Temporary Silt Fence
S-815-A	1,875 Tons of Loose Rip Rap
S-815-E	1,805 SY of Geotextile Under Rip Rap
901-S-804-B	375.77 CY of Box Bridge Concrete
S-805-A	50,610 LBS of Reinforcement
S-203-A.1	0 CY of Undercut
S-606-E	2 EA of Guardrail End Sections
S-406-A	5148 SY of Cold Milling of Asphalt
S-613-E	0 UN of Adjustment of Drainage Structure
S-202	0 LS of Re-lay Sewer Line
S-203-F	0 LF of Excavate Outfall Ditch

DED:

S-202-C ADD	60.45 LF of Removal of Concrete Curb and Gutter
S-202-D DEDUCT	3,089.84 SY of Removal of Asphalt Pavements (All Depths)
S-202-D DEDUCT	116.16 SY of Removal of Concrete Pavements (All Depths)
S-203-A ADD	2,786 CY of Unclassified Excavation
S-304-A DEDUCT	207 CY of Granular Material
S-304-D ADD	2,459.96 TON of Crushed Stone

Minutes, City of Southaven, Southaven, Mississippi

CONSTRUCTION CHANGE REQUEST

ATTN: STATE AID ENGINEER

 No. _____ Date JULY 5, 2017
 PROJECT NO. DECD-0017(39)B
City of Southaven, DeSoto County

The following changes on the above project, with stations, quantities, and items involved, are recommended for the reasons stated in detail:

FINAL QUANTITY ADJUSTMENTS

S-403-A ADD 6.06 TON of Hot Mix Asphalt, Base Repair
 S-403-B DEDUCT 67 TON of Hot Mix Asphalt, Leveling
 S-407-A ADD 855 GAL of Asphalt for Tack Coat
 S-408-A ADD 617 GAL of Asphalt for Prime Coat
 S-602-A ADD 741 LB of Reinforcing Steel
 S-603-C-A ADD 42 LF of 18" RCP Class III
 S-603-C-A DEDUCT 3LF of 24" RCP Class III
 S-603-C-A DEDUCT 1,120 LF of 36" RCP Class III
 S-603-C-A ADD 41 LF of 42" RCP Class III
 S-603-C-B DEDUCT 5 EA of 18" RCP End Section
 S-603-C-B DEDUCT 1 EA of 36" RCP End Section
 S-603-C-B DEDUCT 1 EA of 48" RCP End Section
 S-603-S-B DEDUCT 1 EA of 48" Branch Connection to Box Culvert Wingwall
 S-603-S-B DEDUCT 1 EA of 24" Branch Connection to Box Culvert Wingwall
 S-604-B DEDUCT 508 LB of Gratings
 S-606-B DEDUCT 267.5 LF of Guard Rail, W Beam
 S-606-C DEDUCT 13 LF of Guard Rail, Cable Anchor, Type 1 Foundation Tube
 S-608-B ADD 68.16 SY of Concrete Driveway
 S-608-D DEDUCT 122 LF of Combination Concrete Curb & Gutter
 S-613-E DEDUCT 1 UN of Adjustment of Manholes
 S-613-E DEDUCT 5 UN of Adjustment of Water Meters
 S-613-E DEDUCT 10 UN of Adjustment of Water Valves
 S-613-E ADD 22 UN of Adjustment of Drainage Structures
 S-617-A ADD 7 EA of Right of Way Markers
 S-621-A DEDUCT 0.3 MI of 6" Wide Thermoplastic Traffic Stripe (Skip White)
 S-621-C ADD 0.204 MI of 6" Wide Thermoplastic Edge Strip (Cont White)
 S-621-D ADD 0.4 MI of 6" Wide Thermoplastic Traffic Stripe (Skip Yellow)
 S-621-G-1 DEDUCT 703.77 LF of 4" Thermoplastic Detail Stripe (White)
 S-621-H-2 ADD 285.21 SF of Thermoplastic Legend (White)
 S-627-K ADD 3 EA of Red-Clear Reflective HP Raised Markers
 S-627-L ADD 89 EA of Two-Way Yellow Reflective HP Raised Markers
 S-630-A DEDUCT 5 EA of Reflectorized Traffic Warning Sign
 S-631-A DEDUCT 9.5 CY of Flowable Fill
 901-S-212-A DEDUCT 3.76 Tons of Agricultural Limestone
 S-212-B DEDUCT 1.885 Tons of Commercial Fertilizer
 S-212-F DEDUCT 0.45 Tons of Ammonium Nitrate
 S-214-A DEDUCT 2.26 AC of Seeding
 S-215-A DEDUCT 3.43 Tons of Vegetative Material for Mulch
 S-229-A ADD 0.12 CY of Portland Cement Concrete Paved Ditch
 S-233-A ADD 1,522 LF of Temporary Silt Fence
 S-815-A DEDUCT 515 Tons of Loose Rip Rap
 S-815-E DEDUCT 443.9 SY of Geotextile Under Rip Rap
 901-S-804-B ADD 13.23 CY of Box Bridge Concrete
 S-805-A DEDUCT 11,048 LBS of Reinforcement
 S-203-A.1 ADD 932.66 CY of Undercut
 S-606-E ADD 2 EA of Guardrail End Sections
 S-406-A ADD 2,331 SY of Cold Milling of Asphalt
 S-613-E ADD 22 UN of Adjustment of Drainage Structure
 S-202 ADD 1 LS of Re-lay Sewer Line
 S-203-F ADD 600 LF of Excavate Outfall Ditch

JUSTIFICATION:

FINAL QUANTITY ADJUSTMENTS

ORIGINAL QUANTITY AND COST

Pay Item No.	Description	Unit	Quantity	Unit Price	Item Price
S-202-C	Removal of Concrete Curb and Gutter	LF	631.00	\$ 6.00	\$3,786.00
S-202-D	Removal of Asphalt Pavement (All Depths)	SY	3,442.00	\$ 3.90	\$13,423.80
S-202-D	Removal of Concrete Pavement (All Depths)	SY	502.00	\$ 9.00	\$4,518.00
S-203-A	Unclassified Excavation	CY	5,655.00	\$ 7.00	\$39,585.00
S-304-A	Granular Material	CY	3,404.00	\$ 19.50	\$66,378.00
S-304-D	Crushed Stone	TON	5,466.00	\$ 20.90	\$114,239.40
S-403-A	Hot Mix Asphalt, Base Repair	TON	9.00	\$ 166.42	\$1,497.78

Minutes, City of Southaven, Southaven, Mississippi

CONSTRUCTION CHANGE REQUEST

No. 4 Date JULY 5, 2017

STATE AID ENGINEER

PROJECT NO. DECD-0017(39)B

City of Southaven, DeSoto County

The following changes on the above project, with stations, quantities, and items involved, are recommended for the reasons stated in detail:

FINAL QUANTITY ADJUSTMENTS

B	Hot Mix Asphalt, Leveling	TON	2,103.00	\$	95.93	\$201,740.79
A	Asphalt for Tack Coat	GAL	1,700.00	\$	2.92	\$4,964.00
A	Asphalt for Prime Coat	GAL	2,268.00	\$	2.92	\$6,622.56
A	Reinforcing Steel	LBS	9,975.00	\$	1.25	\$12,468.75
C-A	18" RCP Class III	LF	934.00	\$	38.75	\$36,192.50
C-A	24" RCP Class III	LF	291.00	\$	39.65	\$11,538.15
C-A	36" RCP Class III	LF	1,720.00	\$	64.55	\$111,026.00
C-A	42" RCP Class III	LF	455.00	\$	76.00	\$34,580.00
C-B	18" RCP End Section	EA	8.00	\$	510.00	\$4,080.00
C-B	36" RCP End Section	EA	1.00	\$	920.00	\$920.00
C-B	48" RCP End Section	EA	1.00	\$	1,500.00	\$1,500.00
S-B	24" Branch Connection to Box Culvert Wingwall	EA	1.00	\$	500.00	\$500.00
S-B	48" Branch Connection to Box Culvert Wingwall	EA	1.00	\$	650.00	\$650.00
B	Gratings	LBS	1,143.00	\$	4.00	\$4,572.00
B	Guard Rail, W Beam	LF	1,330.00	\$	26.16	\$34,792.80
C	Guard Rail, Cable Anchor, Type 1 Foundation Tube	LF	13.00	\$	44.00	\$572.00
B	Concrete Driveway	SY	334.00	\$	54.00	\$18,036.00
D	Combination Concrete Curb & Gutter	LF	5,850.00	\$	13.85	\$81,022.50
E	Adjustment of Water Manholes	Unit	6.00	\$	650.00	\$3,900.00
E	Adjustment of Water Meters	Unit	7.00	\$	325.00	\$2,275.00
E	Adjustment of Water Valves	Unit	10.00	\$	325.00	\$3,250.00
E	Adjustment of Drainage Structures	Unit	0.00	\$	650.00	\$0.00
A	Right of Way Markers	EA	22.00	\$	165.00	\$3,630.00
A	6" Wide Thermoplastic Traffic Stripe (Skip White)	MI	0.30	\$	1,100.00	\$330.00
C	6" Wide Thermoplastic Edge Strip (Cont White)	MI	1.72	\$	2,640.00	\$4,530.24
D	6" Wide Thermoplastic Traffic Stripe (Skip Yellow)	MI	1.58	\$	1,100.00	\$1,738.00
G-1	4" Thermoplastic Detail Stripe (White)	LF	4,492.77	\$	1.10	\$4,942.05
H-2	Thermoplastic Legend (White)	SF	978.79	\$	5.50	\$5,383.35
K	Red-Clear Reflective HP Raised Markers	EA	31.00	\$	6.60	\$204.60
L	Two-Way Yellow Reflective HP Raised Markers	EA	626.00	\$	5.50	\$3,443.00
A	Reflectorized Traffic Warning Sign	EA	10.00	\$	165.00	\$1,650.00
A	Flowable Fill	CY	19.00	\$	185.00	\$3,515.00
12-A	Agricultural Limestone	TON	9.02	\$	66.00	\$595.32
B	Commercial Fertilizer	TON	4.51	\$	715.00	\$3,224.65
F	Ammonium Nitrate	TON	0.45	\$	1,466.67	\$660.00
A	Seeding	AC	4.51	\$	412.50	\$1,860.38
A	Vegetative Material for Mulch	TON	9.03	\$	269.50	\$2,433.59
A	Portland Cement Concrete Paved Ditch	CY	1.88	\$	700.00	\$1,316.00
A	Temporary Silt Fence	LF	4,000.00	\$	4.50	\$18,000.00
A	Loose Rip Rap	TON	1,875.00	\$	38.75	\$72,656.25
E	Geotextile Under Rip Rap	SY	1,805.00	\$	2.50	\$4,512.50
04-B	Box Bridge Concrete	CY	375.77	\$	550.00	\$206,673.50
A	LBS of Reinforcement	LBS	50,610.00	\$	1.10	\$55,671.00
1	Undercut	CY	0.00	\$	10.50	\$0.00
B	Guardrail End Sections	EA	2.00	\$	2,200.00	\$4,400.00
B	Cold Milling of Asphalt	SY	5,148.00	\$	3.52	\$18,120.96
B	Re-lay Sewer Line	LS	0.00	\$	1,750.00	\$0.00
B	Excavate Outfall Ditch	LF	0.00	\$	8.50	\$0.00

Subtotal = \$1,238,121.40

PROPOSED QUANTITY AND COST

Item No.	Description	Unit	Quantity	Unit Price	Item Price
	Removal of Concrete Curb and Gutter	LF	691.45	\$ 6.00	\$4,148.70
	Removal of Asphalt Pavement (All Depths)	SY	352.16	\$ 3.90	\$1,373.42
	Removal of Concrete Pavement (All Depths)	SY	385.84	\$ 9.00	\$3,472.56
	Unclassified Excavation	CY	8,441.00	\$ 7.00	\$59,087.00
	Granular Material	CY	3,197.00	\$ 19.50	\$62,341.50
	Crushed Stone	TON	7,925.96	\$ 20.90	\$165,652.56
	Hot Mix Asphalt, Base Repair	TON	15.06	\$ 166.42	\$2,506.29
	Hot Mix Asphalt, Leveling	TON	2,036.00	\$ 95.93	\$195,313.48
	Asphalt for Tack Coat	GAL	2,555.00	\$ 2.92	\$7,460.60
	Asphalt for Prime Coat	GAL	2,885.00	\$ 2.92	\$8,424.20
	Reinforcing Steel	LBS	10,716.00	\$ 1.25	\$13,395.00
A	18" RCP Class III	LF	976.00	\$ 38.75	\$37,820.00
A	24" RCP Class III	LF	288.00	\$ 39.65	\$11,419.20

Minutes, City of Southaven, Southaven, Mississippi

CONSTRUCTION CHANGE REQUEST

ATTN: STATE AID ENGINEER

No. _____ Date JULY 5, 2017PROJECT NO. DECD-0017(39)B

City of Southaven, DeSoto County

The following changes on the above project, with stations, quantities, and items involved, are recommended for the reasons stated in detail:

FINAL QUANTITY ADJUSTMENTS

S-603-C-A	36" RCP Class III	LF	1,600.00	\$	64.55	\$103,280.00
S-603-C-A	42" RCP Class III	LF	496.00	\$	76.00	\$37,696.00
S-603-C-B	18" RCP End Section	EA	3.00	\$	510.00	\$1,530.00
S-603-C-B	36" RCP End Section	EA	0.00	\$	920.00	\$0.00
S-603-C-B	48" RCP End Section	EA	0.00	\$	1,500.00	\$0.00
S-603-S-B	24" Branch Connection to Box Culvert Wingwall	EA	0.00	\$	500.00	\$0.00
S-603-S-B	48" Branch Connection to Box Culvert Wingwall	EA	0.00	\$	650.00	\$0.00
S-604-B	Gratings	LBS	635.00	\$	4.00	\$2,540.00
S-606-B	Guard Rail, W Beam	LF	1,062.50	\$	26.16	\$27,795.00
S-606-C	Guard Rail, Cable Anchor, Type 1 Foundation Tube	LF	0.00	\$	44.00	\$0.00
S-608-B	Concrete Driveway	SY	402.16	\$	54.00	\$21,716.64
S-609-D	Combination Concrete Curb & Gutter	LF	5,728.00	\$	13.85	\$79,332.80
S-613-E	Adjustment of Water Manholes	Unit	5.00	\$	650.00	\$3,250.00
S-613-E	Adjustment of Water Meters	Unit	2.00	\$	325.00	\$650.00
S-613-E	Adjustment of Water Valves	Unit	0.00	\$	325.00	\$0.00
S-613-E	Adjustment of Drainage Structures	Unit	22.00	\$	650.00	\$14,300.00
S-617-A	Right of Way Markers	EA	29.00	\$	165.00	\$4,785.00
S-621-A	6" Wide Thermoplastic Traffic Stripe (Skip White)	MI	0.00	\$	1,100.00	\$0.00
S-621-C	6" Wide Thermoplastic Edge Strip (Cont White)	MI	1.92	\$	2,640.00	\$5,068.80
S-621-D	6" Wide Thermoplastic Traffic Stripe (Skip Yellow)	MI	1.80	\$	1,100.00	\$1,980.00
S-621-G-1	4" Thermoplastic Detail Stripe (White)	LF	3,789.00	\$	1.10	\$4,167.90
S-621-H-2	Thermoplastic Legend (White)	SF	1,264.00	\$	5.50	\$6,952.00
S-627-K	Red-Clear Reflective HP Raised Markers	EA	34.00	\$	6.60	\$224.40
S-627-L	Two-Way Yellow Reflective HP Raised Markers	EA	715.00	\$	5.50	\$3,932.50
S-630-A	Reflectorized Traffic Warning Sign	EA	5.00	\$	165.00	\$825.00
S-631-A	Flowable Fill	CY	5.00	\$	185.00	\$925.00
901-S-212-A	Agricultural Limestone	TON	5.26	\$	66.00	\$347.16
S-212-B	Commercial Fertilizer	TON	2.63	\$	715.00	\$1,876.88
S-212-F	Ammonium Nitrate	TON	0.00	\$	1,466.67	\$0.00
S-214-A	Seeding	AC	2.25	\$	412.50	\$928.13
S-215-A	Vegetative Material for Mulch	TON	5.60	\$	269.50	\$1,509.20
S-229-A	Portland Cement Concrete Paved Ditch	CY	2.00	\$	700.00	\$1,400.00
S-233-A	Temporary Silt Fence	LF	5,522.00	\$	4.50	\$24,849.00
S-815-A	Loose Rip Rap	TON	1,360.06	\$	38.75	\$52,702.33
S-815-E	Geotextile Under Rip Rap	SY	1,190.00	\$	2.50	\$2,975.00
901-S-804-B	Box Bridge Concrete	CY	389.00	\$	550.00	\$213,950.00
S-805-A	LBS of Reinforcement	LBS	39,562.00	\$	1.10	\$43,518.20
S-203-A-1	Undercut	CY	932.66	\$	10.50	\$9,792.93
S-606-E	Guardrail End Sections	EA	4.00	\$	2,200.00	\$8,800.00
S-406-A	Cold Milling of Asphalt	SY	7,479.00	\$	3.52	\$26,326.08
S-202	Re-lay Sewer Line	LS	1.00	\$	1,750.00	\$1,750.00
S-203-F	Excavate Outfall Ditch	LF	600.00	\$	8.50	\$5,100.00

0 \$ - \$0.00

Subtotal = \$1,289,190.45

Net Increase/Decrease \$51,069.04

Total Estimated Project Cost - Per Contract	\$ 2,416,000.00 (A)	APPROVAL RECOMMENDED:
Estimate Dated: <u>05/14/14</u>		
Contingencies Per Estimate Dated: <u>May 14, 2014</u>	\$ 115,079.85 (B)	
TOTAL CONTRACT ITEMS (A-B)	\$ 2,300,920.15 (C)	CITY ENGINEER
TOTAL Previously Approved Change Requests <u>X</u> Plus <u> </u> Minus	\$ 63,049.43 (C)	
NEW TOTAL-CONTRACT ITEMS (C + - D)	\$ 2,363,969.58 (E)	
Estimated Amount - This Request <u>X</u> Plus <u> </u> Minus	\$ 51,069.04 (F)	APPROVED:
REVISED TOTAL-CONTRACT ITEMS (E + - F)	\$ 2,415,038.62 (G)	
INDICATED UNDERRUN (A - G)	\$ 961.38 (H)	STATE AID ENGINEER
INDICATED OVERRUN (G - A)	\$ 0.00 (I)	

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
APPROVING CHANGE ORDER NO. 1 FOR PHASE 1 FOR FIRE EXTENSION
SERVICE PROJECT ON HORN LAKE ROAD AND AUTHORIZING
THE MAYOR TO SIGN

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Fire Extension Project on Horn Lake Road ("Project") whereby Trey Construction ("Trey") was the lowest and best bid; and

WHEREAS, it has been recommended by the City Engineer to allow for certain changes to the contract as it relates to adjustments for increased quantities for additional fire hydrants and service area modifications due to actual water line infrastructure found in the field, along with additional items for tie-in at both ends of Horn Lake Creek crossing as more fully set forth in Exhibit A; and

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

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

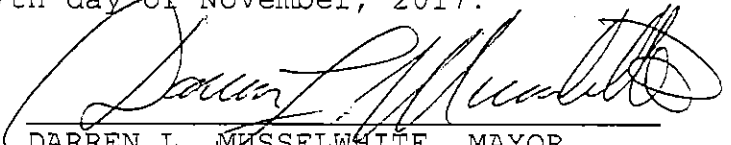
1. Pursuant to Mississippi Code 31-7-13(g), the Change Order No. 1 for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$136,931.46.
2. The Mayor is authorized to sign the Change Order and take all actions to effectuate the intent of this Resolution.

Minutes, City of Southaven, Southaven, Mississippi

Following a reading of the foregoing resolution, Aldermen Flores made the motion and Alderman Hale 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 Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

ORDERED AND DONE, this 7th day of November, 2017.


DARREN L. MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

CONTRACT CHANGE ORDER

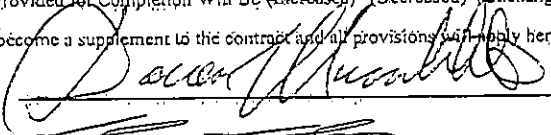
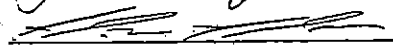
DATE:	10/25/2017	ORDER NO.	1
CONTRACT FOR:	FIRE SERVICE EXTENSION (PHASE 1)		
OWNER:	CITY OF SOUTHAVEN		
CONTRACTOR:	TREY CONSTRUCTION		

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

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Item 6 - Bored Crossing with 12" PVC Crossing - Increase Quantity by 50 LF at \$135.00 per LF		\$ 6,750.00
Item 7 - Bored Crossing - Increase Quantity by 40 LF at \$43.75 per LF		\$ 1,750.00
Item 8 - 6" PVC Water Main (C-900) - Increase Quantity by 292 LF at \$17.00 per LF		\$ 4,964.00
Item 13 - Fire Hydrant Assembly - Increase Quantity by 14 EA at \$4712.50 per EA		\$ 65,975.00
Item 14 - 6"x6"x6" Tapping Sleeve and Valve - Increase Quantity by 1 EA at \$2975.00 per EA		\$ 2,975.00
Item 21 - Gravel Drive Repair - Increase Quantity by 16 SY at \$40.00 per SY		\$ 640.00
Item 22 - Sodding - Increase Quantity by 1100 SY at \$4.00 per SY		\$ 4,400.00
New Item - Fire Hydrant Assembly Additional Installation Cost, 14 EA at \$1000.00 per EA		\$ 14,000.00
New Item - 12" PVC Water Main (C-900), 40 LF at \$41.40 per LF		\$ 1,656.00
New Item - 12" Gate Valve, 2 EA at \$1910.73		\$ 3,821.46
New Item - Tie-in Existing 12" HDPE Water Main, 2 EA at \$15,000.00 per EA		\$ 30,000.00
TOTALS	\$ -	\$ 136,931.46
NET CHANGE IN CONTRACT PRICE		\$ 136,931.46

JUSTIFICATION:

This change order addresses several adjustments to line item quantities for adding fire hydrants and service area modifications due to actual infrastructure found in the field. It also adds several new items related to the tie-in at both ends of Horn Lake Creek crossing recently installed in a separate contract.

The amount of the Contract will be (Decrease) (Increased)	By The Sum Of:	One Hundred Thirty-Six Thousand
Nine Hundred and Thirty-One 46/100		Dollars \$ 136,931.46
The Contract Total including this and previous Change Orders Will Be:		Five Hundred Thousand
Nine Hundred and Seventy-Four 46/100		Dollars \$ 500,974.46
The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged)		0 Days.
This document will become a supplement to the contract and all provisions shall apply hereto.		
Accepted	 (Owner)	11/7/17 (Date)
Recommended	 (Owner's Architect/Engineer)	10/30/2017 (Date)
Accepted	Trey Construction, Inc.  (Contractor)	10/25/17 (Date)

Minutes, City of Southaven, Southaven, Mississippi

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: City of Southaven
8710 Northwest Drive
Southaven, MS 38671

PROJECT: Fire Service Ext - Phase 1

APPLICATION #: 2

PERIOD TO: 10/20/17

PROJECT #:

FROM: Trey Construction, Inc.
1365 E Alcy
Memphis, TN 38106

VIA ARCHITECT:

CONTRACT DATE: 6/20/17

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM

364,043.00

2. NET CHANGE BY CHANGE ORDERS

136,931.46

3. CONTRACT SUM TO DATE

500,974.46

4. TOTAL COMPLETED & STORED TO DATE

313,978.58

5. RETAINAGE:

a. 5.0 % of Completed Work

15,698.93

b. 5.0 % of Stored Material

0.00

TOTAL RETAINAGE

15,698.94

6. TOTAL EARNED LESS RETAINAGE

298,279.64

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

99,862.65

8. CURRENT PAYMENT DUE

198,416.99

9. BALANCE TO FINISH, INCLUDING RETAINAGE

202,694.82

CHANGE ORDER SUMMARY

ADDITIONS

DEDUCTIONS

Total Changes approved in previous months by Owner.

0.00

0.00

Total approved this month

136,931.46

0.00

TOTALS

136,931.46

0.00

NET CHANGES by Change Order

136,931.46

0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Trey Construction, Inc.

BY: *Michael III* DATE: 10/27/17

State of: Tennessee

County of: Shelby

Subscribed and sworn before me this 27th day of October, 2017

The above personally appeared before me, the undersigned notary public, and provided evidence of identification to be the person who signed this document in my presence, and I hereby affirmed to me that that contents of this document are truthful and accurate to the best of his/her knowledge and belief.

NOTARY PUBLIC: *Michael III* MY COMMISSION EXPIRES: NOTARY PUBLIC

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 198,416.99

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

DATE: 10/30/2017

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Minutes, City of Southaven, Southaven, Mississippi

CONTINUATION SHEET

AIA DOCUMENT G703

Page 1 of 3

JobId: 9220
Fire Service Ext - Phase 1

Application no.: 2
Application date: 10/25/17
Period to: 10/20/17
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D		E WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application		Amount This Period			Total Compl. To Date (D+F)	% Compl. (Prev.)		
1	Mobilization / Demobilization	20,042.00	13,378.58		0.00		0.00	13,378.58	67	6,663.42	668.93
2	Maintenance of Traffic	5,000.00	1,250.00		0.00		0.00	1,250.00	25	3,750.00	62.50
3	1" Directional Drilled HDPE Tubing 473 LF @ \$10.50 / LF	4,966.50	3,906.00		1,018.50		0.00	4,924.50	99	42.00	246.23
4	4" Directional Drilled HDPE Tubing 220 LF @ \$29.25 / LF	6,435.00	0.00		0.00		0.00	0.00	0	6,435.00	0.00
5	12" Steel Casing (Open Cut) 50 LF @ \$70.00 / LF	3,500.00	0.00		0.00		0.00	0.00	0	3,500.00	0.00
6	Bored Crossing with 12" Steel Casing 70 LF @ \$140.00 / LF	9,800.00	0.00		0.00		0.00	0.00	0	9,800.00	0.00
7	Bored Crossing with 12" PVC Casing 152 LF @ \$135.00 / LF	20,520.00	0.00		12,150.00		0.00	12,150.00	59	8,370.00	607.50
8	Bored Crossing 480 LF @ \$43.75 / LF	21,000.00	2,581.25		7,000.00		0.00	9,581.25	46	11,418.75	479.06
9	6" PVC Water Main (C-900) 3,431 LF @ \$17.00 / LF	58,327.00	33,524.00		21,794.00		0.00	55,318.00	95	3,009.00	2,765.90
10	8" PVC Water Main (C-900) 1,570 LF @ \$20.25 / LF	31,792.50	0.00		0.00		0.00	0.00	0	31,792.50	0.00
11	6" Gate Valve 1 EA @ \$975.00 / EA	975.00	0.00		0.00		0.00	0.00	0	975.00	0.00
12	8" Gate Valve 1 EA @ \$1,300.00 / EA	1,300.00	0.00		0.00		0.00	0.00	0	1,300.00	0.00
13	Blow-off Valve 1 EA @ \$1,200.00 / EA	1,200.00	0.00		0.00		0.00	0.00	0	1,200.00	0.00
14	Fire Hydrant Assembly 24 EA @ \$4,712.50 / EA	113,100.00	28,275.00		61,262.50		0.00	89,537.50	79	23,562.50	4,476.88
Page Totals		297,958.00	82,914.83		103,225.00		0.00	186,139.83	62	111,818.17	9,307.00

Minutes, City of Southaven, Southaven, Mississippi

CONTINUATION SHEET

AIA DOCUMENT G703

JobId: 9220
Fire Service Ext - Phase 1

Application no.: 2
Application date: 10/25/17
Period to: 10/20/17
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D From Prev. Application	E WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
					Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
15	6" x 6" x 6" Tapping Sleeve and Valve 6 EA @ \$2,975.00 / EA	17,850.00	5,950.00		6,925.00	0.00	14,875.00	83	2,975.00	743.75
16	12" x 12" x 1" Tapping Sleeve and Valve 2 EA @ \$2,100.00 / EA	4,200.00	0.00		0.00	0.00	0.00	0	4,200.00	0.00
17	12" x 12" x 6" Tapping Sleeve and Valve 1 EA @ \$2,950.00 / EA	2,950.00	0.00		0.00	0.00	0.00	0	2,950.00	0.00
18	12" x 12" x 8" Tapping Sleeve and Valve 1 EA @ \$3,450.00 / EA	3,450.00	0.00		0.00	0.00	0.00	0	3,450.00	0.00
19	Corporation Stop 15 EA @ \$1,200.00 / EA	18,000.00	13,200.00		4,800.00	0.00	18,000.00	100	0.00	900.00
20	Water Service Line Tie-in 2 EA @ \$1,200.00 / EA	2,400.00	0.00		0.00	0.00	0.00	0	2,400.00	0.00
21	Service Line Tubing (1" HDPE) 171 LF @ \$15.00 / LF	2,565.00	1,005.00		0.00	0.00	1,005.00	39	1,560.00	50.25
22	Service Line Tubing (1" Copper) 276 LF @ \$15.00 / LF	4,140.00	0.00		0.00	0.00	0.00	0	4,140.00	0.00
23	Gravel Driveway Repair 32 SY @ \$40.00 / SY	1,280.00	960.00		320.00	0.00	1,280.00	100	0.00	64.00
24	Sodding 2,000 SY @ \$4.00 / SY	8,000.00	0.00		8,000.00	0.00	8,000.00	100	0.00	400.00
25	20" Wallies 500 LF @ \$2.50 / LF	1,250.00	1,088.75		0.00	0.00	1,088.75	87	161.25	54.44
26	Change Order 1 Item 6-Add 50' @ \$135.00/LF	6,750.00	0.00		0.00	0.00	0.00	0	6,750.00	0.00
27	Change Order 1 Item 7-Add 40' @ \$43.75/LF	1,750.00	0.00		0.00	0.00	0.00	0	1,750.00	0.00
Page Totals		74,505.00	22,268.75		22,945.00	0.00	44,248.75	69	30,336.25	2,212.44

Minutes, City of Southaven, Southaven, Mississippi

CONTINUATION SHEET

AIA DOCUMENT G703

JobId: 9220
Fire Service Ext - Phase 1

Application no.: 2
Application date: 10/25/17
Period to: 10/20/17
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D From Prev. Application		E WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
						Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
28	Change Order 1 Item 8-Add 292 @\$17.00/LF	4,964.00	0.00		0.00	0.00	0.00	0.00	0	4,964.00	0.00
29	Change Order 1 Item 13-Add 14 @\$4712.50/EA	65,975.00	0.00		65,975.00	0.00	0.00	65,975.00	100	0.00	3,298.75
30	Change Order 1 Item 14-Add 1 @\$2975.00/EA	2,975.00	0.00		2,975.00	0.00	0.00	2,975.00	100	0.00	148.75
31	Change Order 1 Item 21-Add 16SY @\$40.00/SY	640.00	0.00		640.00	0.00	0.00	640.00	100	0.00	32.00
32	Change Order 1 Item 22-Add 1100SY @\$4/SY	4,400.00	0.00		0.00	0.00	0.00	0.00	0	4,400.00	0.00
33	Change Order 1 14 FH4 Add'l Installation	14,000.00	0.00		14,000.00	0.00	0.00	14,000.00	100	0.00	700.00
34	Change Order 1 40' 12IN C-900 @\$41.40/LF	1,656.00	0.00		0.00	0.00	0.00	0.00	0	1,656.00	0.00
35	Change Order 1 (2) - 12IN Gate Valves	3,821.46	0.00		0.00	0.00	0.00	0.00	0	3,821.46	0.00
36	Change Order 1 (2) Tie-ins 12IN HDPE Waile	30,000.00	0.00		0.00	0.00	0.00	0.00	0	30,000.00	0.00
		500,974.46	105,118.58			208,860.00	0.00	313,978.58	63	186,996.88	15,698.94

Minutes, City of Southaven, Southaven, Mississippi

COMMERCIAL REAL ESTATE SERVICES

CBRE

Sim A. Wilson, III, CPM®, LEED® AP
Senior Vice President

CBRE, Inc.
Advisory & Transaction Services

601 Market Street
4th Floor
Chattanooga, TN 37402

786 200 4635 Cell
423 755 6090 Office
423 755 6091 Fax

sim.wilson@cbre.com
www.cbre.com

November 2, 2017

City of Southaven, MS
c/o Chris Wilson
8710 Northwest Drive
Southaven, MS 38671

RE: Proposal to Renew Ground Lease for the City of Southaven, MS
Leased Property located at 8819 Northwest Drive, Southaven, MS

Dear Chris:

On behalf of Regions, we are pleased to submit the following proposal outlining the terms and conditions under which the Landlord would consider leasing the proposed premises.

Tenant	City of Southaven, MS
Landlord	Regions Bank, an Alabama banking corporation
Leased Property	Pursuant to existing Lease
Lease Renewal Commencement	January 1, 2018
Rent Commencement	Upon Lease Renewal Commencement
Lease Renewal Term	Ten (10) years initial renewal term and one (1) ten (10) year automatic renewal option with 90 days prior written notice to the Landlord should Tenant opt out of automatic renewal
Current Rental Rate	\$441.87 per month
Lease Renewal Rental Rate	\$445.00 per month with one percent (1%) annual increases
Lease Basis	Pursuant to existing Lease

Minutes, City of Southaven, Southaven, Mississippi

Tenant Option to Terminate

At the end of each lease year, Tenant shall have an option to terminate the Lease with 90 days prior written notice to the Landlord and an early termination fee equal based upon the following schedule:

End of Year 1: Five (5) months of the then current rental rate
End of Year 2: Four and one-half (4.5) months of the then current rental rate
End of Year 3: Four (4) months of the then current rental rate
End of Year 4: Three and one-half (3.5) months of the then current rental rate
End of Year 5: Three (3) months of the then current rental rate
End of Year 6: Two and one-half (2.5) months of the then current rental rate
End of Year 7: Two (2) months of the then current rental rate
End of Year 8: One and one-half (1.5) months of the then current rental rate
End of Year 9: One (1) month of the then current rental rate

Landlord Option to Terminate

Landlord shall have an ongoing right to terminate the Lease with 180 days prior written notice to Tenant

Right of First Refusal

Tenant shall have a Right of First Refusal for the purchase of the Leased Property

Incorporation

Unless otherwise modified in this proposal, all other terms and conditions will remain in full force and effect

Approval of Lease

The terms of this Proposal represent an understanding between the parties of certain terms and conditions of a proposed Lease. It is understood that this Proposal is non-binding, and neither party shall have any liability to the other hereunder, until such time as a lease is fully negotiated, executed, and delivered to all parties.

Confidentiality

To the extent allowed under the Mississippi Public Records Act, the parties to this agreement agree to maintain confidential regarding all discussions relevant to this prospect and the terms of this Proposal.

Agency Disclosure

CBRE, Inc. ("Listing Broker") is serving as exclusive leasing agents for Regions Bank and will represent Landlord in all negotiations. This proposal is contingent upon mutual understanding of Tenant and Landlord that Tenant has not dealt with any other brokerage firm in connection with this proposal other than Listing Broker.

Time is of the Essence

This offer expires by close of business within five (5) business days.

Minutes, City of Southaven, Southaven, Mississippi

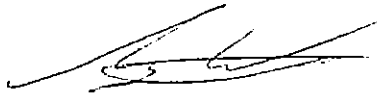
If these terms and conditions are satisfactory, please sign where indicated below and we will quickly draft a lease accordingly. It is understood that this proposal is non-binding and does not, nor is meant to include all of the essential terms of a lease document. This lease proposal is subject to withdrawal by the Landlord at any time without notice and is subject to the disclaimer language at the end of the proposal. If you have any questions regarding this proposal, please call us at (423) 755-6090.

Sincerely,

CBRE, Inc.

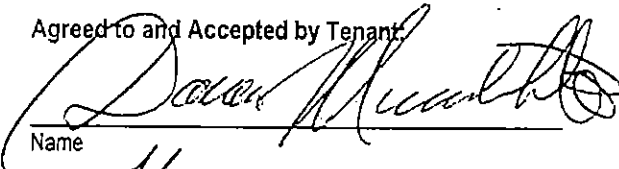


Sim A. Wilson III
Senior Vice President



Aaryn Wilson
Associate

Agreed to and Accepted by Tenant:



Name

Title

Date

CBRE © 2017 All Rights Reserved. All information included in this letter/proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE. This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

Minutes, City of Southaven, Southaven, Mississippi

CONTRACT CHANGE ORDER

DATE:	10/16/2017	ORDER NO.	1
CONTRACT FOR:	CARRIAGE HILLS BICYCLE AND PEDESTRIAN IMPROVEMENTS		
OWNER:	CITY OF SOUTHAVEN		
CONTRACTOR:	FERRELL PAVING, INC.		

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

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Item 7 - Removal and Replacement of Inlet Grates - Decrease price by \$422.60 per Each	\$ 8,452.00	
TOTALS	\$ 8,452.00	\$ -
NET CHANGE IN CONTRACT PRICE		\$ (8,452.00)

JUSTIFICATION: This change order addresses line item quantities related to the request to use a cheaper and equally acceptable inlet grate.

The amount of the Contract will be ~~(Increased)~~ (Decreased) By The Sum Of: Eight Thousand
Four Hundred and Fifty Two 00/100 Dollars \$ (8,452.00)

The Contract Total Including this and previous Change Orders Will Be: Three Hundred and Forty-three
Thousand Two Hundred Forty-three and 45/100 Dollars \$ 343,279.45

The Contract Period Provided for Completion Will Be ~~(Increased)~~ (Decreased) (Unchanged) 0 Days.

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

Accepted: [Signature] (Owner)

Recommended: [Signature] (Owner's Architect/Engineer)

Accepted: [Signature] (Contractor)

11/7/17 (Date)
10/27/17 (Date)
10/31/17 (Date)

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN

Top Of Mississippi

Office of Public Works and Facilities

Bradley K. Wallace, AIA
Director



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

To: Mayor Musselwhite and Board of Aldermen

RE: Recommendation for award of recent bid

Please accept this letter as our recommendation that we accept a bid for the recently published package entitled – “**Bid Package for Supply of Excavator & Compact Track Loader**”.

After submittal of bids and review of all information – it is our recommendation that the City of Southaven accept the bid from *Reliable Equipment, LLC* as the lowest and best bid for this package. We recommend that the City purchase this equipment from them for the submitted bid pricing total of \$133,173.31 (\$69,725.17 for the Excavator and \$63,448.14 for the Compact Track Loader).

If approved as recommended herein, we stand ready to release this vendor to provide this equipment to the City and will follow through with appropriate payment once the City is satisfied that all criteria have been met.

Thank you for your consideration in this matter.

Sincerely,

Bradley K. Wallace, AIA

Minutes, City of Southaven, Southaven, Mississippi

INDEPENDENCE DAY PRODUCTION CONSULTANT AGREEMENT

This Agreement is made this the 7th day of November, 2017 by and between **Argo Entertainment, LLC**, a Mississippi Limited Liability Company, and the **City of Southaven**, a municipality located in DeSoto County, Mississippi.

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

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

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

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

- 1.1 City will provide Argo reasonable access to certain areas of Snowden Grove Park to be determined by the City Park's Director no later than noon, July 3, 2018 for the purpose of set-up for the Event. City will ensure Argo's use of those areas of Snowden Grove Park, as determined by the City's Park Director, on the day of the Event for the purpose of additional set-up and hosting of the Event. The City's Park Director or his designee, City Police, City Fire Department shall at all times remain in authority and maintain full jurisdiction over Snowden Grove Park.
- 1.2 City will provide Argo payment of twenty thousand dollars and 00/100 (\$20,000.00). The City shall pay Argo in the amount of ten thousand dollars and 00/100 (\$10,000.00) upon execution of this Agreement and ten thousand dollars and 00/100 (\$10,000.00) on January 2, 2018 for Argo's producing of the Event in accordance with this Agreement. Argo shall be responsible for all other cost and expense associated with hosting the Event and the City shall have no other costs other than the \$20,000.00 as set forth in this Section 1.2 unless the Event is rescheduled, due to weather, as described in Section 4 of this agreement.
- 1.3 City will be responsible for all security and traffic control and parking during times of set-up and staging of the Event.
- 1.4 City will provide fire and ambulance coverage at the Event in a manner appropriate and customary in the industry where pyrotechnics are used.
- 1.5 City will be responsible for all clean-up after staging of the Event.
- 1.6 City will cooperate with Argo in regard to the logistics for delivery of fireworks, inflatables, and vendor set-up.

Minutes, City of Southaven, Southaven, Mississippi

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

2. The Responsibilities of Argo. Argo will produce the Event and provide all items, vendors, contractors, and entertainment as set forth in this Section 2 at the Snowden Grove Park within the City Limits of Southaven, on July, 4, 2018.

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

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

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

2.4 Argo will contract with entertainers to appear and perform at the Event and Argo shall be responsible for all costs involved for musical acts and sound equipment or any other costs associated with the entertainers. The consent of City is required prior to Argo contracting with those entertainers for the Event, which names of the entertainers shall be provided to the City by June 1, 2018. No act, performance, exhibition, entertainment, vendor, or sponsorship/promotional media or material shall be given, posted, distributed, or allowed at the Event which is indecent, lewd, obscene, or immoral, including nudity and graphic obscenities. Should any act, performance, exhibition, entertainment, vendor, or sponsorship/promotional media or material, or any part thereof, be deemed by the City to be indecent, lewd, obscene, immoral, or in any manner publicly offensive, the City shall have the authority to stop the Event or to demand the removal of the objectionable subject. The City reserves the right to eject or cause to be ejected from the Event any objectionable person or persons. The City shall not be liable in any way to Argo for the City's actions under this Section.

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

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

2.7 Argo will seek and contract for sponsorships for the Event. The revenues will be the property of Argo exclusively and from those revenues, Argo agrees to host the Event

Minutes, City of Southaven, Southaven, Mississippi

described herein. Argo agrees to honor and shall not compete with City sponsorships already in place. The City Park's Director shall approve the actual display and location of display of any sponsorship material at Snowden Grove Park. Argo shall remove any and all displays within twenty four (24) hours of the Event. If such displays are not removed by Argo, the City shall have the right to remove and dispose of the displays.

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

3. Argo agrees to provide notice to City by January 1, 2018, in the event, it is unable to perform any or all of its responsibilities set forth herein. In the event, Argo is unable to perform any or all of its responsibilities set forth in this Agreement, Argo agrees to assign to City its rights under any of the vendor contracts necessary to host the event. In addition, if Argo is unable to perform and if the City desires to host the Event, Argo shall transfer to City such portion of the sponsorship proceeds as may be necessary to host the Event, including, but not limited to, City's \$20,000 sponsorship payment. If Argo does not provide such notice and in fact does not perform, Argo shall refund the City's sponsorship payment in full and to deal in good faith in regard to its contractual obligations with other vendors and sponsors. In no event, shall the City be liable to any vendor or contractor of Argo for Argo's failure to perform any portion of its contract with such vendor or contractor. Furthermore, the City shall maintain the right to seek any and all other legal remedies against Argo.

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

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

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

7. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope, or otherwise, then the parties contemplate that any court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this

Minutes, City of Southaven, Southaven, Mississippi

Agreement.

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

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

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

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

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

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

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

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

INTENTIONALLY LEFT BLANK

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN

ARGO ENTERTAINMENT, LLC

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Darren Musselwhite

[Signature]

Darren Musselwhite

DERRILL ARGO JR

Mayor

PRESIDENT- ARGO ENTERTAINMENT

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit: **4301 GENEVIEVE**

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

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on **November 7, 2017**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanliness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on **Tuesday, November 7, 2017**, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at: **4301 GENEVIEVE** is deemed in the existing condition to be a menace to the public health and safety of the community.

Minutes, City of Southaven, Southaven, Mississippi

BE IT FURTHER RESOLVED that pursuant to Mississippi Code 21-19-11, the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Mississippi Code Section 21-39-21, and other debris; and draining cesspools and standing water therefrom.

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

ALDERMAN

VOTED

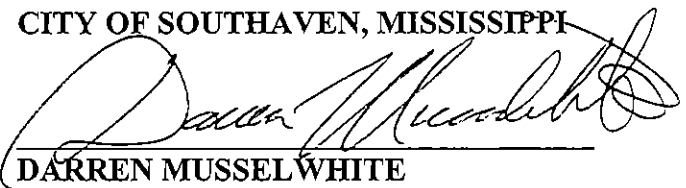
Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 7 day of November, 2017.

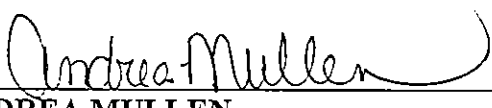
Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN, MISSISSIPPI

BY:


DARREN MUSSELWHITE
MAYOR

ATTEST:


ANDREA MULLEN
CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

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



Date of Hearing:	October 2, 2017
Public Hearing Body:	Planning Commission
Applicant:	Radiant Group of Properties, LLC 384 Distribution Pkwy Collierville, TN 38017
Total Acreage:	1.25 acres
Existing Zone:	Planned Commercial (C-4)
Location of Design Review Application	Northeast corner of Church Road and Elmore Road
Comprehensive Plan Designation:	Commercial

Staff Comments:

The applicant is requesting design review approval for a 4,795 sq. ft. C-store and quick service restaurant to be located on the northeast corner of Church Road and Elmore Road. The submitted documents propose the following:

Building Elevations:

The applicant is proposing the building to be constructed of brick, EIFS and a cast stone panel. There are two brick colors proposed red and a lighter shade -Copper Sunset. The two brick colors proposed aid in breaking up the monotony of the wall lines along the rear and sides while diversifying the materials on the entrance elevation. The wainscot area is shown as a cast stone panel in Chisel Tumbled Savannah. The parapet lines, roof accent bands and the entrance area above the storefront is shown in Moondance EIFS which is a lighter neutral tan. The canopies are shown as Carmine Red with bronze support beams. There are accent medallions on the exterior of the building which are red to further accent the canopy shade. The storefront is submitted as anodized frames with clear insulated glass. The dumpster area and the equipment area are shown with brick screening walls to provide required screening coverage of the areas. The applicant has submitted signage as part of the DRB package for the C-store and also the Checkers quick service restaurant.

Landscaping:

The applicant has submitted the following materials and sizes for the landscape design:

Shade trees: Pin Oaks and Willow Oaks at 3.5" caliper

Ornamental trees: Dynamite Crape Myrtles 6'-8' in height, Nuttall Oak and Allee Lacebark Elm at 2.5" caliper

Shrubs:

Minutes, City of Southaven, Southaven, Mississippi

Gumpo White Azalea
Green Mountain Boxwood
Little Lime Hardy Hydrangea
Needlepoint Holly
Miss Patricia Holly
Varigated Liriope
Crimson Fire Loropetalum
Little Bunny Dwarf Fountain Grass
Indian Princess Indian Hawthorne

The landscape design shows a single line of the crape myrtle along the roadway on Church Road. The species changes to the Nutall Oak once you turn and head north on Elmore Road. The north boundary between the property and the adjacent lot is lined with a single row of Pin Oak. The backside of the detention pond is lined with a single row of Willow Oak. The parking lot perimeter is designed with a double stacked row of Needlepoint Holly and Crimson Fire Loropetalum anchored by an Allee Elm and seasonal beds. The building exterior incorporates a mixture of the fountain grass, azaleas, liriope and the Miss Patricia holly shrubs. Allee Elms accent the queuing median and the corners of the building.

The photometric plan only identifies shoebox parking lot lighting.

Staff Recommendations:

Staff has the following comments regarding the submittal:

1. Signage is not approved at the DRB level so all documentation submitted will be omitted from the recommendations of this report. The applicant will need to have the sign company submit for approval. As a note to the applicant, no exposed pole signs, red reader boards or individual gas signage are allowed per ordinance therefore the applicant will need to address it prior to submitting for approvals;
2. Store canopies need to be revised to bronze;
3. Storefront needs to be revised to bronze;
4. Wainscot needs to be revised to a true stacked stone as opposed to the submitted panels. A good neutral line of stone used in this area is the Arkansas stacked veneer stone which comes in many shades. Staff would suggest submitting a color palette with this type stone and ensure that the stone doesn't blend but provides contrast to the brick color;
5. Stacked stone should be utilized on the main two pilaster columns on each side of the storefront entrance;
6. The applicant should incorporate decorative acorn lighting on site at the entrances (two per entrance);
7. Address the landscaping changes per the redline copy in this report;
8. Is there any wall mounted lighting and if so it needs to be bronze or black to match the exterior materials;
9. The Exxon canopy does not match the building at all. Staff has worked with the gas companies with this issue and requires that the background area match the main EIFS

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color. The blue band will be allowed but in a much smaller scale than submitted (administrative contact with gas company for final design);

10. The columns for the gas canopy should be fully constructed of the submitted brick or stone or a mix of the two. There shall be no exposed poles in this area;
11. Bollards around the building and gas area should be painted brown or black to match the materials of the building;
12. The applicant has submitted ground mounted equipment so the raised parapet line should not be an issue unless the applicant has other items proposed for roof mounting? If this is the case, then the applicant will need to raise the parapet line to fully screen those items from the adjacent roadways.

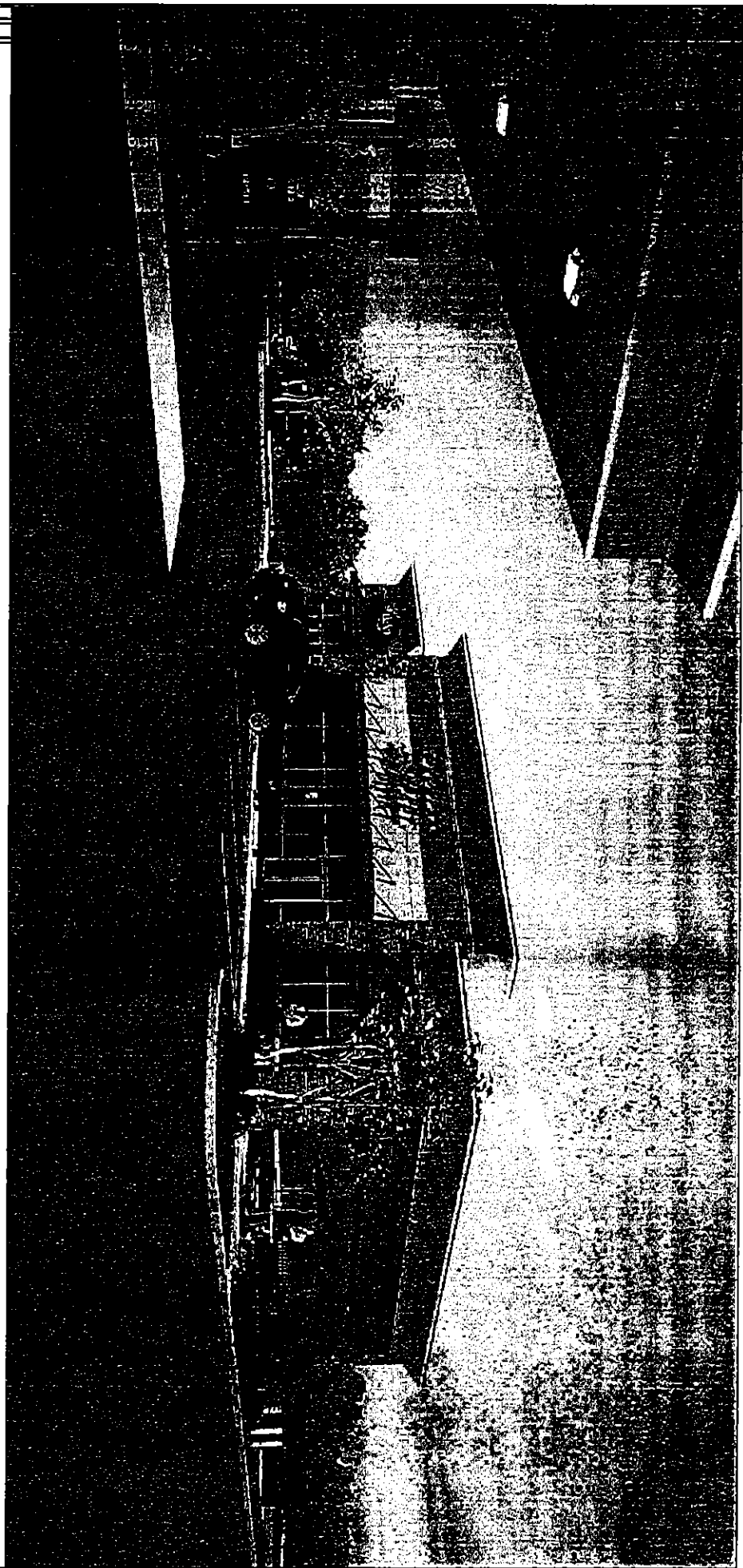
Pending the applicant can comply with the requested changes, staff recommends approval.

Minutes, City of Southaven, Southaven, Mississippi

McGehee
Nicholson
Bulke
Architects

FRONT RENDERING SHOWING CANOPY AND MATERIALS - REVISED

CHURCH RD AND ELMORE RD C STORE DEVELOPMENT
SOUTHAVEN, MISSISSIPPI DESIGN REVIEW COLOR ELEVATIONS

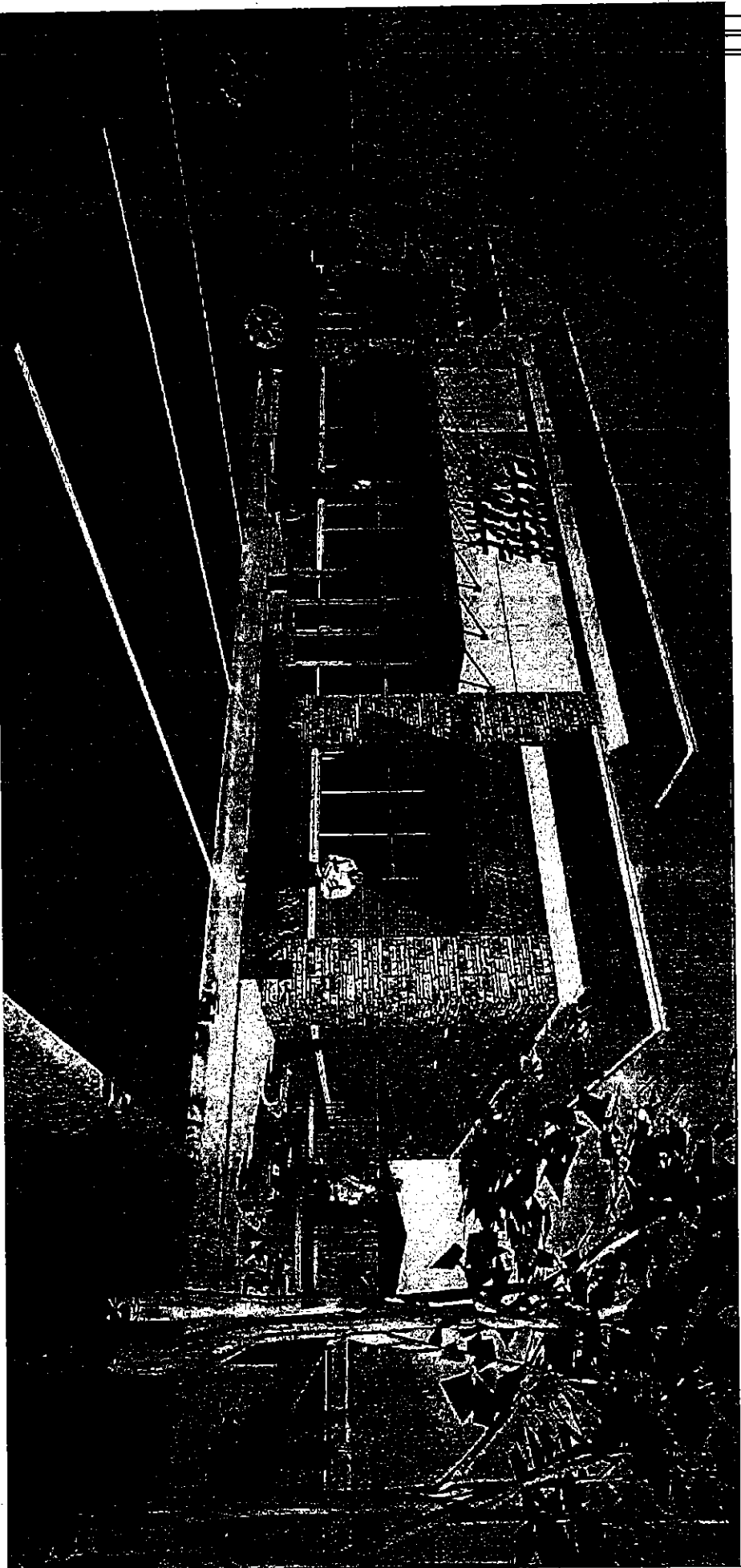


Minutes, City of Southaven, Southaven, Mississippi

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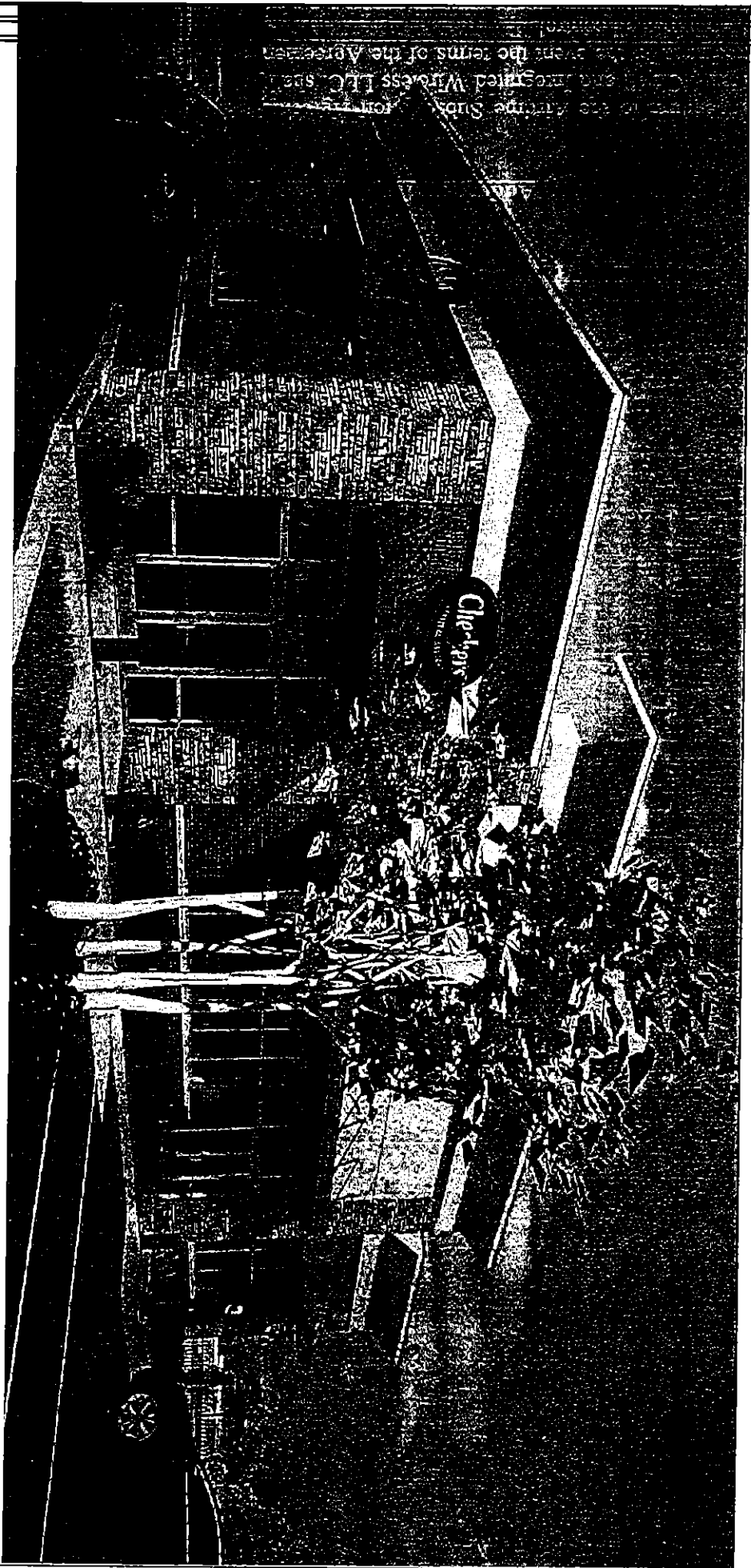


Minutes, City of Southaven, Southaven, Mississippi

McGehee
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Architects

FRONT RENDERING SHOWING MATERIALS - REVISED

CHURCH RD AND ILMORE RD C STORE DEVELOPMENT
SOUTHAVEN, MISSISSIPPI DESIGN REVIEW COLOR ELEVATIONS



**Integrated
Wireless**

No. 450076

Subscription Agreement

Salesperson Code 1333 Office Location mphis Customer No. _____

Customer hereby agrees to subscribe, from Integrated Wireless ("Company"), to the mobile communication services ("Service") listed below under the terms and conditions set forth herein and on the reverse side of this agreement.

Customer Name Southaven Public Works Mail Invoice to: (if different from Business Address) _____

Business Contact Bradley Wallace Billing Contact _____

Business Address 8710 Northwest Dr Billing Address _____

City Southaven State MS Zip 38671 City _____ State _____ Zip _____

Phone () _____ Fax () _____ Phone () _____

Estimated Effective Date 9/1/17 Bill Frequency MVA

System Type _____ S.I.C. Code _____

Equipment Type: _____

Billing Information

Service Type	Site	Quantity	Rate*	Sub Total***	Airtime* Allowance	Airtime Rate**	
						Peak	Off Peak
450	Hernandez	15.00	\$26.00	\$390.00	Min	\$	\$
		x \$	= \$		Min	\$	\$
		x \$	= \$		Min	\$	\$
		x \$	= \$		Min	\$	\$
		x \$	= \$		Min	\$	\$
		x \$	= \$		Min	\$	\$
		x \$	= \$		Min	\$	\$
		x \$	= \$		Min	\$	\$
		x \$	= \$		Min	\$	\$
		x \$	= \$		Min	\$	\$
		x \$	= \$		Min	\$	\$
		x \$	= \$		Min	\$	\$

* Per Unit Per Month ** Per Minute (Charged upon depletion of Airtime Allowance) *** Airtime charges and applicable taxes are additional

Total Due Per Month = \$ _____ Activation Fee \$ _____

Comments**Approval****CUSTOMER APPROVAL**

The undersigned hereby acknowledges and represents that (i) he/she has read both sides of this Agreement, (ii) he/she understands and agrees to the terms, conditions and provisions contained herein; and (iii) he/she has the authority to execute this Agreement on behalf of the Customer.

Approved by (Please Print) _____ (Title) _____ Date _____

Sales Rep. (Signature) Rodney Willhite (Print Name) Rodney Willhite Date 9/1/17

Sales Manager (Signature) _____ (Print Name) _____ Date _____

Company Approval (Signature) Bradley K. Wallace (Print Name) Bradley K. Wallace Date 11-8-17
(BUSINESS/BILLING CTR. MGR)

White-Company _____ Canary-Account Executive _____ Pink-Customer _____

Minutes, City of Southaven, Southaven, Mississippi

SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

In consideration of the sums and the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. SERVICE TERM - Company shall provide Service for a period of twelve (12) months (Service Term). The Service Term begins on the start date as indicated on the front of this Agreement. If Customer modifies its unit count at any time during the term of this Agreement, the Service Term shall recommence on the date of such modification as set forth in Paragraph 8. At the end of the Service Term, this Agreement shall be deemed automatically renewed for periods of one (1) year on the same terms and conditions contained herein, including any modifications hereto, and shall continue until terminated by either party upon thirty (30) days written notice before the expiration of each additional term or pursuant to Paragraph 11 hereunder.

2. FCC MATTERS - By executing this Agreement, Customer acknowledges that it complies with all FCC rules and regulations including the following requirements: 1) It will not operate radio equipment beyond permitted power or height limitations; and 2) the operation of subscriber's radio facilities will not have a significant environmental impact as defined in Section 1.1307 of the FCC Rules (e.g., facilities located in officially designated wilderness area, wildlife preserve or those that would affect threatened or endangered species or are located in a floodplain).

3. AVAILABILITY OF SERVICE AND CUSTOMER RADIO EQUIPMENT - Service is generally available to customers having mobile radio units which are compatible with the Service and when within the range of towers located in the Service Area. Company makes no representations with respect to coverage. Unless Customer has entered into a separate agreement with Company, Company is not responsible for the installation, operation, quality of transmission or maintenance of Customer's mobile radio equipment.

4. DEPOSITS - At any time, Company may require Customer to make a suitable deposit to be held by Company and Customer hereby grants Company a security interest in such deposit, to secure the payments of all sums due hereunder as well as the performance of all other obligations of Service. Company may apply the deposit against any outstanding charges of Customer or any other amount owed to Company.

5. ASSIGNMENT OF SYSTEM ACCESS CODES - System Access Codes enable Customers to access the Service. Company will assign System Access Codes to Customer upon acceptance by Company of this Agreement. Company reserves the right to change or remove assigned codes when, in its sole opinion, such change is reasonably necessary in the conduct of its business or upon Customer's default. Customer agrees to make all units available for such change or removal of assigned System Access Codes.

6. RATES, CHARGES, AND PAYMENT - Company shall issue invoices for Service charges on a monthly basis, which are due and payable upon receipt. System Access Fees shall be invoiced in advance and air-time charges shall be invoiced in arrears. Customer is responsible to pay Company, on a timely basis, for charges for Service as set forth on the front of this Agreement, and any modifications thereto. Customer is responsible for all Local and Long Distance Telephone and roaming service charges resulting from the origination of mobile telephone calls, collect telephone calls,漫游 to Customer, and any other telephone related charges billed to Customer's System Access Codes including local telephone and line access charges which may be prorated to all telephone interconnected units as allowable under applicable law. Customer accepts responsibility for airtime charges from incoming telephone calls to its mobile unit from the time that Customer responds to the call. If Customer disputes any Service charges, Customer must pay the entire amount set forth on the invoice and submit a written explanation of Customer's dispute within thirty (30) days from the date of the invoice. If Company determines that an error was made on Customer's invoice, Company shall credit Customer's account in the amount of the error. If Customer does not pay the amount in dispute, Company may exercise any remedies it may have under this Agreement for nonpayment of Service charges. Company reserves the right to modify any and all elements of the rate structure upon thirty (30) days notice to Customer. Any payment not made within thirty (30) days from the date of the invoice shall be subject to late payment charges as set forth in this Agreement.

7. TAXES - Except for the amount, if any, of state and local taxes stated on the front of this Agreement, the prices set forth herein are exclusive of any amount for Federal, State and/or Local excise, sales use, property, retailer's, occupation or similar taxes and U.S. Forestry or other government agency service or use fees. Customer shall pay to company the full amount of any such tax no later than ten (10) days after receipt of an invoice therefor.

8. MODIFICATIONS TO UNIT COUNT - Customer has requested that Company provide Service for the units as set forth on the front of this Agreement. Provided Customer is not in default of this Agreement, requests to modify the unit count will be accepted by Company from an authorized representative of Customer. If Customer modifies its unit count, the Service Term shall be automatically renewed for a period of twelve (12) months from the date of such modification ("Modification Date") as if the Agreement has been entered into as of the Modification Date. In order to modify unit count, Customer must notify Company in writing of the increase or decrease in unit count. Modifications to unit count shall be reflected on Customer's invoice in the billing period following the Customer's instruction to modify unit count. If Customer's Equipment is lost, stole or destroyed, Customer must forward to Company adequate proof of such loss (e.g., copy of the police report or insurance claim). Customer is responsible for all Service charges until such loss, theft or destruction is reported directly to Company by Customer.

9. INSPECTION - Company shall be permitted to inspect Customer's mobile communications equipment during reasonable business hours, where such equipment is in use. This includes, but is not limited to, the inspection of System Access Codes which are programmed into the equipment. If the results of the inspection (relative to unit count as well as sales and services used) do not coincide with Company records, Company shall be entitled to exercise any remedies it may have under this Agreement and all law or in equity.

10. NONPAYMENT/BREACH - A late payment charge of the greater of 1 1/2% per month, or the maximum interest rate permitted by law, may be applied to Customer's account if monthly invoices are not paid by the due date. When applied, late payment charges are calculated by multiplying the total unpaid amount carried forward to the subsequent invoice by the applicable interest rate. A charge of \$25.00 will be made by Company for any check or negotiable instrument tendered by Customer and returned unpaid by a financial institution for any reason. Company may demand payment by money order, cashier's check or similarly secure form of payment. At Company's discretion, if Company obtains the services of a collection agency or attorney to assist Company in remedying Customer's breach of this Agreement, including but not limited to the nonpayment for charges hereunder, Customer shall be liable for this expense. Customer understands that in the event of nonpayment of charges, in addition to any other remedies Company may have Company may disconnect the Service or discontinue Service to Customer until payment in full is made. If Company disconnects the Service, Customer shall be liable to pay for a re-activated charge of \$25.00 per unit, in addition to the outstanding Service charges, before Company will re-activate Service. Notwithstanding the above, Customer shall remain liable for all Service charges in the entire Service Term.

11. EARLY TERMINATION OF SERVICE - If Customer terminates Service before the completion of

any Service Term, a Company terminates Service because Customer is in breach of this agreement, Customer shall be obligated to pay all amounts due for the balance of the Service Term. Such

outstanding amounts shall be payable immediately upon termination of the Agreement. Customer acknowledges that this is impracticable and extremely difficult to fix damages and that this amount represents a reasonable effort by the parties to fairly estimate the amount of loss that would occur in the event of a breach of this nature. Services may be terminated by Company upon a violation of any of the conditions of this Agreement. In addition to any other remedies available to company and subject to any applicable regulation or tariff, Company may at any time, by notice in writing to Customer, without incurring any liability, either temporarily discontinue Customer's service or terminate this Agreement. Company may terminate Service in the event of Customer's insolvency, receivership, voluntary or involuntary bankruptcy, assignment for the benefit of creditors or sale of substantially all of Customer's assets. Service may be refused or discontinued without notice in the event that: 1) Service is used in such a manner that will adversely affect other customers or is otherwise in violation of any FCC rules or regulation; 2) Services are not available from the Company or its successor; 3) Customer violates any covenant of this Agreement; 4) Company becomes aware of facts indicating that Customer's credit standing has deteriorated; or 5) Customer does not pay its Service charges when due. Upon termination of Service pursuant to this paragraph, Customer shall pay all amounts which are outstanding under this Agreement to the date Service is terminated.

12. LIMITATION AND CONDITION OF LIABILITY; INDEMNITY - Service may be temporarily interrupted, delayed or otherwise limited due to: 1) transmission limitations caused by atmospheric and other conditions; 2) the availability of radio frequency channels; 3) system capacity limitations; 4) coordination with adjacent mobile communications service providers; 5) equipment modifications, upgrades, relocations, failure, interference, repairs and; or similar activities; and 6) negligence of Company. Company therefore assumes no duty to provide uninterrupted service to Customer. Company shall have no liability and no credits shall be given for any of the above referenced conditions arising out of interruption, delays, or failures in transmission as well as: 1) Customer's negligence or willful act; 2) the failure of equipment of service not provided or maintained through Company facilities; and 3) acts of God, fire, riot, government authorities or other causes beyond the control of Company. Customer hereby agrees that the liability of Company, if any, for interruption, delays, and failure in transmission of service ("Service Problems") to Customer, whether caused by the negligence of Company or otherwise, is hereby limited to the allowance of a credit which shall be limited to the time the system is out of operation, except that no credit shall be given for a Service Problem of less than seven (7) days duration. No credit shall exceed the Service charges billed for the period during which the Service Problem occurred. Company has the right to require that credits be applied for upon written request and to deny any request for credit for an alleged Service Problem where the evidence of such problem is inconclusive, or the request is otherwise unwarranted or insufficient.

Except as provided above, Customer hereby agrees that Company shall not be liable for and Customer shall indemnify, defend, and hold Company harmless from and against, any and all claims and damages, of every kind, including without limitation, special or consequential damages, arising out of the use of any Service provided under this Agreement, as well as any damages arising out of or attributed, directly or indirectly, to Service Problems. Customer agrees to indemnify, defend and hold Company harmless from any Customer violations of any FCC rules or regulations or Customer's violation of any statutes, ordinances or law of any local, state or federal public authority or agency.

13. CUSTOMERS REPRESENTATIONS - Customer hereby warrants and represents to Company that: (a) It is authorized and has the power to enter into this Agreement; (b) it is financially solvent and able to pay its debts as they mature; and (c) it shall comply with all laws, ordinances, statutes, rules, regulations and lawful orders of any local, federal or state public authority or agency, including, but not limited to all rules and regulations of the FCC.

14. COMPLETE AGREEMENT/SEVERABILITY/WAIVER - This Agreement sets forth all of the agreements between the parties concerning the Service, and there are no oral or written agreements, between them other than as set forth in this Agreement. No amendment or addition to this Agreement shall be binding upon Company unless it is in writing and signed by both parties. Company shall not be bound by the terms and conditions in Customer's purchase order or otherwise, unless expressly agreed to in writing. This Agreement becomes effective when accepted by the Company's authorized representative. Should any provision of this Agreement be illegal or in contravention of law, such provision shall be considered null and void but the remainder of Agreement shall not be affected thereby. The failure of Company at any time to require the performance of Customer of the provisions of this Agreement shall not affect in any way the right to require such performance at any later time nor shall the waiver by Company of a breach of any provision hereof be taken to had to be a waiver of such provision.

15. CAPTIONS AND FUTURE DOCUMENTATION - The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or as in any way limiting the scope or intent of its provisions. Customer agrees to execute and deliver instruments in writing to carry out any agreement, term or condition of this Agreement shall not affect in any way the right to require such performance at any later time nor shall the waiver by Company of a breach of any provision hereof be taken or held to be a waiver of such provision.

16. NO OFFSETS - All amounts due under this Agreement shall be paid without any offset, deduction or counterclaim.

17. ASSIGNMENT/SURVIVAL OF RIGHTS - This Agreement may be freely assigned by Company to any successor of it or any other firm or entity capable of performing its obligation hereunder. This agreement may be assigned by Customer provided that Customer notifies Company in writing prior to such assignment and Customer remains liable for all charges and obligations hereunder. If Customer assigns the Agreement without notifying Company in writing, Customer shall continue to be held liable for all charges hereunder. Subject to the restrictions contained herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. The covenants, provisions and agreement herein contained shall in every case be binding upon and inure to the benefit of the Company benefit its respective legal successors (by merger or otherwise) and assigns as specifically provided herein.

18. NOTICE - Any notice or demand required or permitted to be given or made hereunder by Company to Customer shall be made by certified or registered mail or reliable overnight courier to the address on the front of this Agreement. Any notice or demand required or permitted to be given to Company shall be made as set forth above to the address stated on Company's invoice. Either party may from time to time designate any other address for this purpose by which notice to the other party.

19. GOVERNING LAW - This Agreement shall be governed by the laws of the State of Tennessee.

20. NO WARRANTY - COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER IN CONNECTION WITH ITS USE OF THE SERVICE. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT THE SAME MAY BE DISCLAIMED BY LAW.

21. APPROVAL - THIS AGREEMENT SHALL NOT BE BINDING ON COMPANY UNLESS IT IS EXECUTED BY COMPANY'S BUSINESS OR BILLING CENTER MANAGER.

Minutes, City of Southaven, Southaven, Mississippi

Addendum for Terms and Conditions

This Addendum to the Airtime Subscription Agreement ("Agreement") between the City of Southaven ("City") and Integrated Wireless LLC. shall be a part of and incorporated as part of the Agreement. In the event the terms of the Agreement and Addendum differ, the language in this Addendum shall control.

1. The Agreement shall be governed by Mississippi law.
2. Should any part of the Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.
3. The City is not bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for. In executing the Agreement and Addendum, the City does not waive any rights it may have to object to, contest, or refuse to comply with any provision of the contract that is impermissible by operations of the laws of the State of Mississippi.

City of Southaven

Rodney W. White

Date: 11/3/17

Bradley K. Wallace

Date: 11-8-17

Minutes, City of Southaven, Southaven, Mississippi



The City of Southaven Docket Recap November 07, 2017

General Fund		1,237,300.29
Balance Sheet	3,111.18	
Mayor Admin	433.01	
Board of Aldermen	-	
Arts And Cultural Affairs	10,521.02	
Court	97,643.07	
Finance & Administration	1,415.38	
Information Technology	13,642.98	
City Clerk	2,135.42	
Operations Department	-	
Planning & Engineering	5,320.20	
Police	77,094.19	
Fire	30,586.29	
Fire Prevention	662.53	
EMS	25,547.99	
Public Works	23,685.36	
Streets	64,925.15	
Parks	159,171.91	
Park Tournaments	25,577.00	
Code Enforcement	4,043.92	
City Fuel	30,897.79	
Expense Accounts	640,516.90	
Administrative Expenses	315.00	
Litigation	7,804.00	
Liability Insurance	12,250.00	
Professional Dues	-	
Bond Funded CAP Proj		481,048.16
Tourist & Convention		-
Debt Service		1,294,722.50
Utility Fund		444,278.39
Sanitation Fund		305,943.05
Payroll Fund		450,550.47
DOCKET TOTAL		4,213,842.86

Minutes, City of Southaven, Southaven, Mississippi



11/03/2017 14:22 CITY OF SOUTHAVEN P 1
1400011 FY201 CLAIMS DOCKET- D-2017YE apinvgla

YEAR/PERIOD: 2017/1 TO 2018/1 DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0010-000-000-00-210110-C2017 GENERAL FUND MS STATE UNCLAIMED PROPERTY 3,081.18 D-2017YE 151871 UNCLAIMED PROPERTY R
06415 STATE TREASURER OF M 9302017 290621 2017 12 INV P
INVOICE: 9302017 FULL DESC: UNCLAIMED PROPERTY REPORT FOR FY-2017

ACCOUNT TOTAL 3,081.18
ORG 0010 TOTAL 3,081.18

1110-100-111-00-625700- MAYOR ADMIN DEPARTMENT TELEPHONE & POSTAGE 54.31 D-2017YE 151817 287266623690/ MAYOR
00167 AT&T MOBILITY 287266690417 290355 2017 12 INV P
INVOICE: 287266690417 FULL DESC: 287266623690/ MAYOR ADMIN

ACCOUNT TOTAL 54.31
ORG 111 TOTAL 54.31

1250-100-125-00-621501- COURT DEPARTMENT COURT FINES 37.30 D-2017YE 151816 MONTHLY COLLECTIONS
024253 AMERICAN MUNICIPAL S 35746 290359 2017 12 INV P
INVOICE: 35746 FULL DESC: MONTHLY COLLECTIONS/ SEPT. 2017

ACCOUNT TOTAL 37.30

0010-100-125-00-621505- COURT SUPPLIES 108.62 D-2017YE 151817 287262425901/ COURT
00167 AT&T MOBILITY 287262490417 290357 2017 12 INV P
INVOICE: 287262490417 FULL DESC: 287262425901/ COURT

ACCOUNT TOTAL 108.62

0010-100-125-00-622100- PROFESSIONAL SERVICES 160.00 D-2017YE 151888 TRANSLATION SERVICE
11118 DEAF CONNECT OF THE C8048 290752 2017 12 INV P
INVOICE: FULL DESC: TRANSLATION SERVICE/ JOHN ROBER

022900 PROTECT YOUTH SPORTS 529202 290719 2017 12 INV P 151870 PRE EMPLOYMENT BACK
INVOICE: 529202 FULL DESC: PRE EMPLOYMENT BACKGROUND CHECKS
022900 PROTECT YOUTH SPORTS 537200 290717 2017 12 INV P 151870 PRE EMPLOYMENT BACK
INVOICE: 537200 FULL DESC: PRE EMPLOYMENT BACKGROUND CHECKS

56.90

ACCOUNT TOTAL 216.90
ORG 125 TOTAL 622.82

1450-100-145-00-622100- DEPARTMENT OF FINANCE & ADMIN PROFESSIONAL SERVICES 58.00 D-2017YE 151892 CITY SHIRTS/JACKETS

Minutes, City of Southaven, Southaven, Mississippi



P 2
apinvgl

11/03/2017 14:22 CITY OF SOUTHAVEN
FY201 CLAIMS DOCKET- D-2017YE

YEAR/PERIOD: 2017/1 TO 2018/1
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

INVOICE: 86716 FULL DESC: CITY SHIRTS/JACKETS

ACCOUNT TOTAL 50.00

00100-100-145-00-625700- TELEPHONE & POSTAGE
00167 AT&T MOBILITY 287280291417 290354 2017 12 INV P 60.79 D-2017YE 151817 287280227941/ HR CE
INVOICE: 287280291417 FULL DESC: 287280227941/ HR CELL PHONE

ACCOUNT TOTAL 60.79
ORG 145 TOTAL 110.79

00100-100-150-00-622100- INFORMATION TECHNOLOGY
022900 PROTECT YOUTH SPORTS 545479 290716 2017 12 INV P 74.85 D-2017YE 151870 PRE EMPLOYMENT BACK
INVOICE: 545479 FULL DESC: PRE EMPLOYMENT BACKGROUND CHECKS

ACCOUNT TOTAL 74.85

00100-100-150-00-625700- TELEPHONE/POSTAGE
00167 AT&T MOBILITY 287251590417 290353 2017 12 INV P 655.86 D-2017YE 151817 287251543491/ ITEC
INVOICE: 287251590417 FULL DESC: 287251543491/ ITEC

ACCOUNT TOTAL 655.86
ORG 150 TOTAL 730.71

00100-100-155-00-610400- CITY CLERK
003011 M & M PROMOTIONS 86716 290754 2017 12 INV P 553.00 D-2017YE 151892 CITY SHIRTS/JACKETS
INVOICE: 86716 FULL DESC: CITY SHIRTS/JACKETS

ACCOUNT TOTAL 553.00
ORG 155 TOTAL 553.00

00100-100-180-00-610400- PLANNING / ENGINEERING DEPT
007600 OFFICE DEPOT 954506814001 290753 2017 12 INV P 54.99 D-2017YE 151896 INK CARTRIDGE(3PK)
INVOICE: 954506814001 FULL DESC: INK CARTRIDGE(3PK)

ACCOUNT TOTAL 54.99

00100-100-180-00-611300- MOTOR VEH REPAIRS/MAINT
021391 RIGHT TOUCH 4242017 290757 2017 12 INV P 65.00 D-2017YE 151897 REISSUE- WASH/BUFF
INVOICE: 4242017 FULL DESC: REISSUE- WASH/BUFF

ACCOUNT TOTAL 65.00

00100-100-180-00-612500- UNIFORMS
003011 M & M PROMOTIONS 86716 290754 2017 12 INV P 462.00 D-2017YE 151892 CITY SHIRTS/JACKETS
INVOICE: 86716 FULL DESC: CITY SHIRTS/JACKETS

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YEAR/PERIOD: 2017/1 TO 2018/1	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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ACCOUNT TOTAL 462.00

0010-100-180-00-622100-	PROFESSIONAL FEES					
00160 NEEL-SCHAFER INC	2017 12 INV P	1,458.29	D-2017YE	151823	PROJ. # 00.04542.03	
INVOICE: 1047791	PROJ. # 00.04542.030					

ACCOUNT TOTAL 2,108.29

0010-100-180-00-625700-	TELEPHONE/POSTAGE					
00167 AT&T MOBILITY	2017 12 INV P	163.18	D-2017YE	151817	287269342685 / BUIL	
INVOICE: 287269390417	2017 12 INV P					
00167 AT&T MOBILITY	2017 12 INV P	271.55	D-2017YE	151817	287270432970/ CODE	
INVOICE: 287270490417	2017 12 INV P					
00167 AT&T MOBILITY	2017 12 INV P	108.62	D-2017YE	151817	287274134718/ PLANN	
INVOICE: 287274190417	2017 12 INV P					

ACCOUNT TOTAL 543.35

ORG 180 TOTAL 3,233.63

0010-200-211-00-622100-	POLICE DEPARTMENT					
00118 DEAF CONNECT OF THE	PROFESSIONAL SERVICES					
INVOICE: 37317	2017 12 INV P	275.00	D-2017YE	151888	P.TAYLOR 4/12/16	
0019700 CHOICE TOWING	2017 12 INV P					
INVOICE: 37317	2017 12 INV P					

ACCOUNT TOTAL 543.35

0022900 PROTECT YOUTH SPORTS	2017 12 INV P	142.25	D-2017YE	151870	PRE EMPLOYMENT BACK	
INVOICE: 520932	2017 12 INV P					
0022900 PROTECT YOUTH SPORTS	2017 12 INV P	253.60	D-2017YE	151870	PRE EMPLOYMENT BACK	
INVOICE: 537200	2017 12 INV P					
0022900 PROTECT YOUTH SPORTS	2017 12 INV P	53.85	D-2017YE	151870	PRE EMPLOYMENT BACK	
INVOICE: 545479	2017 12 INV P					

ACCOUNT TOTAL 449.70

0010-200-211-00-625700-	TELEPHONE & POSTAGE					
00167 AT&T MOBILITY	2017 12 INV P	2,741.13	D-2017YE	151859	287251661819/ PD CE	
INVOICE: 287251100317	2017 12 INV P					
00167 AT&T MOBILITY	2017 12 INV P					
INVOICE: 287251100317	2017 12 INV P					

ACCOUNT TOTAL 2,741.13

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00966 ENTERGY	10011502498	290728	15540321/	2017 12 INV P	7.75 D-2017YE	151864	15540321/ 367 RASCO
00966 ENTERGY	255004156501	290725	17624495/	2017 12 INV P	16.61 D-2017YE	151865	17624495/ 3005 STAN
00966 ENTERGY	330002511217	290729	16832941/5140	2017 12 INV P	18.52 D-2017YE	151890	16832941/5140 TCHUL
00966 ENTERGY	340002507126	290724	37423837/	2017 12 INV P	2.935.18 D-2017YE	151866	37423837/ 8691 NORT
00966 ENTERGY	45005065012	290731	16832636/4085	2017 12 INV P	17.92 D-2017YE	151890	16832636/4085 STATE
00966 ENTERGY	455003012718	290730	60209269/7111	2017 12 INV P	20.31 D-2017YE	151890	60209269/7111 TCHUL
00966 ENTERGY	490002177200	290723	133300244/	2017 12 INV P	9.76 D-2017YE	151864	133300244/ 8691 NOR
00966 ENTERGY	515002564171	290722	31166523/	2017 12 INV P	7.75 D-2017YE	151864	31166523/ 1200 BROO
00966 ENTERGY	55005026045	290732	110165339/	2017 12 INV P	20.72 D-2017YE	151890	110165339/ 5730 STA
00966 ENTERGY	75004931556	290727	42493999/8191	2017 12 INV P	191.11 D-2017YE	151866	42493999/8191 TULAN
00966 ENTERGY	75004931557	290726	43277185/	2017 12 INV P	10.03 D-2017YE	151864	43277185/ 8191 TULA
				ACCOUNT TOTAL	3,255.66		
				PUBLIC RELATIONS	3,255.66		
026340 COPS NATIONAL OFFICE	4052017	290756	REISSUE-WHEELER/HOLMWAY REGI.	2017 12 INV P	300.00 D-2017YE	151887	REISSUE-WHEELER/HOL
				ACCOUNT TOTAL	300.00		
015262 MS FBINAA		290755	TRAVEL & TRAINING	2017 12 INV P	350.00 D-2017YE	151893	CHANDLER/SMOROWSKI
				ACCOUNT TOTAL	724.00		
022636 DEFORE MATT	ALC16758	290750	TRAINING/SOCIAL MEDIA/CELL TOWER MAPPING	2017 12 INV P	374.00 D-2017YE	151889	TRAINING/SOCIAL MED
				ACCOUNT TOTAL	7,795.49		
				ORG 211 TOTAL	7,795.49		
019739 STAPLES ADVANTAGE	8046703977	290352	FIRE DEPARTMENT	2017 12 INV P	114.14 D-2017YE	151825	OFFICE SUPPLIES
				ACCOUNT TOTAL	114.14		
				MATERIALS			
				OFFICE SUPPLIES			
				ACCOUNT TOTAL	114.14		
				MAINTENANCE EQUIPMENT & BUILD			

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

000092 ALL MAJOR APPLIANCE 128645 290759 2017 12 INV P 790.81 D-2017YE 151882 REPAIRS/ 3 REFRIDGE
INVOICE: 128645 FULL DESC: REPAIRS/ 3 REFRIDGE @ STATION

ACCOUNT TOTAL 790.81

0010-200-290-00-622100- PROFESSIONAL SERVICES
022900 PROTECT YOUTH SPORTS 512703 290718 2017 12 INV P 33.45 D-2017YE 151870 PRE EMPLOYMENT BACK
INVOICE: 512703 FULL DESC: PRE EMPLOYMENT BACKGROUND CHECKS
022900 PROTECT YOUTH SPORTS 520932 290720 2017 12 INV P 85.35 D-2017YE 151870 PRE EMPLOYMENT BACK
INVOICE: 520932 FULL DESC: PRE EMPLOYMENT BACKGROUND CHECKS
022900 PROTECT YOUTH SPORTS 537200 290717 2017 12 INV P 41.45 D-2017YE 151870 PRE EMPLOYMENT BACK
INVOICE: 537200 FULL DESC: PRE EMPLOYMENT BACKGROUND CHECKS

160.25

ACCOUNT TOTAL 160.25

0010-200-290-00-625700- TELEPHONE & POSTAGE
00167 AT&T MOBILITY 287258390417 290522 2017 12 INV P 2,362.89 D-2017YE 151859 287258376289/ FIRE
INVOICE: 287258390417 FULL DESC: 287258376289/ FIRE DEPT.

ACCOUNT TOTAL 2,362.89

0010-200-290-00-626000- UTILITIES
000966 ENTERGY 130003914122 290396 2017 12 INV P 1,222.85 D-2017YE 151822 15021074/ 6450 GETW
INVOICE: 130003914122 FULL DESC: 15021074/ 6450 GETWELL RD/ STATTON 4
000966 ENTERGY 230003661835 290397 2017 12 INV P 300.10 D-2017YE 151822 50134691/ 8945 TULA
INVOICE: 230003661835 FULL DESC: 50134691/ 8945 TULANE RD
000966 ENTERGY 270003755949 290398 2017 12 INV P 1,102.73 D-2017YE 151822 15374952/ 6050 ELMO
INVOICE: 270003755949 FULL DESC: 15374952/ 6050 ELMORE RD
000966 ENTERGY 300002590746 290399 2017 12 INV P 1,531.87 D-2017YE 151822 51589596/1940 STATE
INVOICE: 300002590746 FULL DESC: 51589596/1940 STATELINE RD W/STATTON 1
000966 ENTERGY 65004944768 290400 2017 12 INV P 1,495.49 D-2017YE 151822 79401667/ 7980 SWIN
INVOICE: 65004944768 FULL DESC: 79401667/ 7980 SWINNEA RD

5,653.04

001145 ATMOS ENERGY 301693910417 290473 2017 12 INV P 128.49 D-2017YE 151860 3016939368/ 1940 ST
INVOICE: 301693910417 FULL DESC: 3016939368/ 1940 STATELINE RD W
001145 ATMOS ENERGY 301967101317 290439 2017 12 INV P 119.80 D-2017YE 151860 3019672695/ 7980 SW
INVOICE: 301967101317 FULL DESC: 3019672695/ 7980 SWINNEA RD

248.29

ACCOUNT TOTAL 5,901.33
ORG 290 TOTAL 9,329.42

0010-200-297-00-626900- EMS TRAVEL & TRAINING
027440 NORTHWEST MS COMMUN 9012017 290747 2017 12 INV P 40.00 D-2017YE 151895 BLS INSTRUCTOR CARD
INVOICE: 9012017 FULL DESC: BLS INSTRUCTOR CARD FOR PERSONNEL

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027440 NORTHWEST MS COMMUN	9262017	290748	2017 12 INV P	90.00	D-2017YE	151895 ACIS, PALS & BLS CA
INVOICE: 9262017		FULL DESC:	ACIS, PALS & BLS CARDS FOR PERSONNEL			
				130.00		
		ACCOUNT TOTAL		130.00		
		ORG 297	TOTAL	130.00		
010-300-311-00-622100-		PUBLIC WORKS DEPARTMENT				
022900 PROTECT YOUTH SPORTS	512703	290718	2017 12 INV P	28.45	D-2017YE	151870 PRE EMPLOYMENT BACK
INVOICE: 512703		FULL DESC:	PROFESSIONAL SERVICES			
022900 PROTECT YOUTH SPORTS	537200	290717	2017 12 INV P	56.90	D-2017YE	151870 PRE EMPLOYMENT BACK
INVOICE: 537200		FULL DESC:	PRE EMPLOYMENT BACKGROUND CHECKS			
022900 PROTECT YOUTH SPORTS	545479	290716	2017 12 INV P	74.85	D-2017YE	151870 PRE EMPLOYMENT BACK
INVOICE: 545479		FULL DESC:	PRE EMPLOYMENT BACKGROUND CHECKS			
				160.20		
		ACCOUNT TOTAL		160.20		
010-300-311-00-625700-		TELEPHONE & POSTAGE				
00167 AT&T MOBILITY	287251790417	290351	2017 12 INV P	361.82	D-2017YE	151817 ACCT 287251729041/
INVOICE: 287251790417		FULL DESC:	ACCT 287251729041/ PUBLIC WORKS			
				361.82		
		ACCOUNT TOTAL		361.82		
010-300-311-00-626000-		UTILITIES				
000966 ENTERGY	285003980638	290408	2017 12 INV P	20.56	D-2017YE	151820 19047497/ 951 RASCO
INVOICE: 285003980638		FULL DESC:	19047497/ 951 RASCO RD			
000966 ENTERGY	565001933574	290714	2017 12 INV P	25.79	D-2017YE	151865 129563102/ 426 STAR
INVOICE: 565001933574		FULL DESC:	129563102/ 426 STAR LANDING RD			
				46.35		
		ACCOUNT TOTAL		46.35		
		ORG 311	TOTAL	568.37		
010-300-315-00-626000-		CITY TRAFFIC AND STREETS LIGHT UTILITIES				
000966 ENTERGY	10011499243	290413	2017 12 INV P	21.03	D-2017YE	151820 115078636/ 1989 STA
INVOICE: 10011499243		FULL DESC:	115078636/ 1989 STATELINE RD E			
000966 ENTERGY	125004780208	290738	2017 12 INV P	54.01	D-2017YE	151890 15556616/ STATELINE
INVOICE: 125004780208		FULL DESC:	15556616/ STATELINE RD MKRT DR			
000966 ENTERGY	135004738519	290367	2017 12 INV P	55.23	D-2017YE	151821 16293359/ WHITWORTH
INVOICE: 135004738519		FULL DESC:	16293359/ WHITWORTH AND ST LINE RD			
000966 ENTERGY	135004738547	290365	2017 12 INV P	11.03	D-2017YE	151820 16344749/ SWEET FLA
INVOICE: 135004738547		FULL DESC:	16344749/ SWEET FLAG LOOP			
000966 ENTERGY	150003873977	290372	2017 12 INV P	4.90	D-2017YE	151820 16834756/ SOUTH CIR
INVOICE: 150003873977		FULL DESC:	16834756/ SOUTH CIR NORTFIELD			

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000966 ENTERGY	INVOICE: 15005371301	15005371301	290711	2017 12 INV P	70.49 D-2017YE	151865	19041425/ GOODMAN A
000966 ENTERGY	INVOICE: 15005371417	15005371417	290713	2017 12 INV P	127.00 D-2017YE	151865	100253780/ GOODMAN
000966 ENTERGY	INVOICE: 15005371417	FULL DESC: 100253780/ GOODMAN & I 55	290378	2017 12 INV P	54.01 D-2017YE	151821	15556418/ STATELINE
000966 ENTERGY	INVOICE: 160003876892	160003876892	290378	2017 12 INV P	44.29 D-2017YE	151821	16713240/ CHURCH RD
000966 ENTERGY	INVOICE: 160003876892	FULL DESC: 15556418/ STATELINE & NORTHWEST	290364	2017 12 INV P	33.90 D-2017YE	151820	16713968/ CHURCH RD
000966 ENTERGY	INVOICE: 185004773677	185004773677	290362	2017 12 INV P	70.49 D-2017YE	151865	16330888/ GOODMAN R
000966 ENTERGY	INVOICE: 185004773678	FULL DESC: 16713968/ CHURCH RD @ GETWELL	290712	2017 12 INV P	54.882.23 D-2017YE	151822	16836199/ STREET LI
000966 ENTERGY	INVOICE: 190004100370	190004100370	290712	2017 12 INV P	18.57 D-2017YE	151890	16835951/ STATELINE
000966 ENTERGY	INVOICE: 2016808808	2016808808	290736	2017 12 INV P	45.75 D-2017YE	151890	16839979/ ST LINE R
000966 ENTERGY	INVOICE: 205004505760	205004505760	290736	2017 12 INV P	10.61 D-2017YE	151890	16850182/ GREENBROO
000966 ENTERGY	INVOICE: 205004505762	205004505762	290733	2017 12 INV P	4.90 D-2017YE	151890	16850398/ GREENBROO
000966 ENTERGY	INVOICE: 205004505763	205004505763	290735	2017 12 INV P	2.96 D-2017YE	151820	16835456/ SOUTHAVEN
000966 ENTERGY	INVOICE: 205004505764	205004505764	290734	2017 12 INV P	108.14 D-2017YE	151890	110822012/ STATELIN
000966 ENTERGY	INVOICE: 230003658522	230003658522	290361	2017 12 INV P	54.01 D-2017YE	151865	16834293/ HIGHWAY 5
000966 ENTERGY	INVOICE: 230003658522	FULL DESC: 16850398/ GREENBROOK PKWY RASC	290737	2017 12 INV P	29.66 D-2017YE	151865	16839003/ HIGHWAY 5
000966 ENTERGY	INVOICE: 235004322660	235004322660	290737	2017 12 INV P	56.29 D-2017YE	151821	17327354/ SWINNEA R
000966 ENTERGY	INVOICE: 25005252607	25005252607	290472	2017 12 INV P	21.62 D-2017YE	151865	50881416/ 4005 STAT
000966 ENTERGY	INVOICE: 25005252609	25005252609	290471	2017 12 INV P	64.70 D-2017YE	151821	16835019/ TL MILBR
000966 ENTERGY	INVOICE: 25005252609	FULL DESC: 16839003/ HIGHWAY 51 AND CUSTER	290368	2017 12 INV P	29.67 D-2017YE	151820	16850885/ AIRWAYS A
000966 ENTERGY	INVOICE: 260003739010	260003739010	290368	2017 12 INV P	33.35 D-2017YE	151820	64945074/ 805 RACSO
000966 ENTERGY	INVOICE: 30005781685	30005781685	290523	2017 12 INV P	150.96 D-2017YE	151821	100968049/ 8770 NOR
000966 ENTERGY	INVOICE: 30005781685	FULL DESC: 50881416/ 4005 STATELINE RD	290363	2017 12 INV P	11.31 D-2017YE	151864	89409965/ ESTATES O
000966 ENTERGY	INVOICE: 330002511218	330002511218	290363	2017 12 INV P	25.10 D-2017YE	151820	68134634/ NORTHWEST
000966 ENTERGY	INVOICE: 330002511223	330002511223	290369	2017 12 INV P	43.53 D-2017YE	151821	68135326/ STATELINE
000966 ENTERGY	INVOICE: 345003539222	345003539222	290406	2017 12 INV P	25.81 D-2017YE	151820	47904040/ 8683 AIRW
000966 ENTERGY	INVOICE: 345003539222	FULL DESC: 64945074/ 805 RACSO RD	290405	2017 12 INV P	437.68 D-2017YE	151822	55245484/ 8935 COMM
000966 ENTERGY	INVOICE: 375003434201	375003434201	290405	2017 12 INV P			
000966 ENTERGY	INVOICE: 40005581659	40005581659	290524	2017 12 INV P			
000966 ENTERGY	INVOICE: 40005581659	FULL DESC: 89409965/ ESTATES OF NORTHCREEK LIGHTING	290524	2017 12 INV P			
000966 ENTERGY	INVOICE: 410002001016	410002001016	290411	2017 12 INV P			
000966 ENTERGY	INVOICE: 410002001017	410002001017	290409	2017 12 INV P			
000966 ENTERGY	INVOICE: 410002001017	FULL DESC: 68135326/ STATELINE RD & I55 INTERSECTION	290404	2017 12 INV P			
000966 ENTERGY	INVOICE: 420002065406	420002065406	290404	2017 12 INV P			
000966 ENTERGY	INVOICE: 420002065406	FULL DESC: 47904040/ 8683 AIRWAYS	290407	2017 12 INV P			

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ACCOUNT/VENDOR							
000966 ENTERGY	545002241927	290377	110821956/ BROOKHAVEN HWY 51	2017 12 INV P	56.29 D-2017YE	151821	110821956/ BROOKHAV
000966 ENTERGY	545002241928	290373	110821964/ ST LINE HWY 51	2017 12 INV P	55.23 D-2017YE	151821	110821964/ ST LINE
000966 ENTERGY	545002241929	290374	110821972/ STATELINE RD 155	2017 12 INV P	42.21 D-2017YE	151821	110821972/ STATELIN
000966 ENTERGY	545002241930	290375	110821998/ MISS VALLEY BLVD	2017 12 INV P	45.75 D-2017YE	151821	110821998/ MISS VAL
000966 ENTERGY	545002241931	290376	110822038/ RASCO RD HWY 51	2017 12 INV P	43.78 D-2017YE	151821	110822038/ RASCO RD
000966 ENTERGY	55005015992	290366	15064967/ ST LTS CITY MAINT	2017 12 INV P	216.64 D-2017YE	151822	15064967/ ST LTS CI
INVOICE: 55005015992							
0000-400-411-00-612201-							
019230 WASTE PRO-MEMPHIS	132349	290470	PARKS DEPARTMENT	2017 12 INV P	57,063.13		
INVOICE: 132349			PARK MAINTENANCE				
			TRASH/SNOWDEN/ ACCT 019797				
0000-400-411-00-622100-							
022900 PROTECT YOUTH SPORTS	512703	290718	PROFESSIONAL SERVICES	2017 12 INV P	57,063.13		
INVOICE: 512703							
022900 PROTECT YOUTH SPORTS	520932	290720	PRE EMPLOYMENT BACKGROUN	2017 12 INV P	57,063.13		
INVOICE: 520932							
022900 PROTECT YOUTH SPORTS	529202	290719	PRE EMPLOYMENT BACKGROUN	2017 12 INV P	57,063.13		
INVOICE: 529202							
022900 PROTECT YOUTH SPORTS	537200	290717	PRE EMPLOYMENT BACKGROUN	2017 12 INV P	57,063.13		
INVOICE: 537200							
022900 PROTECT YOUTH SPORTS	545479	290716	PRE EMPLOYMENT BACKGROUN	2017 12 INV P	57,063.13		
INVOICE: 545479							
0000-400-411-00-625700-							
001167 AT&T MOBILITY	287265190417	290521	ACCOUNT TOTAL		215.40		
INVOICE: 287265190417							
0000-400-411-00-626000-							
000166 AT&T	563125101017	290529	TELEPHONE & POSTAGE	2017 12 INV P	215.40		
INVOICE: 563125101017							
			UTILITIES				
			2017 12 INV P				
			ACCOUNT TOTAL		610.56		
			42.03 D-2017YE				
			151858 0563125769001/ 6628				

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000966 ENTERGY INVOICE: 115004823520	115004823520	290487	66074311/	6208A	INV	P		337.17	D-2017YE	151866 66074311/ 6208A SNO
000966 ENTERGY INVOICE: 115004823521	115004823521	290488	66762873/	6275	SNOWDEN LN	P		269.90	D-2017YE	151866 66762873/ 6275 SNOW
000966 ENTERGY INVOICE: 115004824844	115004824844	290515	16839706/	8900	GREENBROOK PKWY	P		76.79	D-2017YE	151865 16839706/ 8900 GREE
000966 ENTERGY INVOICE: 115004825255	115004825255	290514	127643922/	7890	GREENBROOK PKWY	P		7.75	D-2017YE	151864 127643922/ 7890 GRE
000966 ENTERGY INVOICE: 120003931003	120003931003	290489	74855255/	6277B	SNOWDEN	P		387.22	D-2017YE	151866 74855255/ 6277B SNO
000966 ENTERGY INVOICE: 120003931004	120003931004	290490	74869355/	6277A	SNOWDEN	P		186.88	D-2017YE	151866 74869355/ 6277A SNO
000966 ENTERGY INVOICE: 125004771698	125004771698	290495	20291415/	3480	SUNSET LOOP	P		230.81	D-2017YE	151866 20291415/ 3480 SUNS
000966 ENTERGY INVOICE: 125004771797	125004771797	290480	72820194/	6305	SNOWDEN LN	P		7.75	D-2017YE	151864 72820194/ 6305 SNOW
000966 ENTERGY INVOICE: 130003914980	130003914980	290513	15928989/	8400	GREENBROOK PKWY	P		130.62	D-2017YE	151866 15928989/ 8400 GREE
000966 ENTERGY INVOICE: 135004740244	135004740244	290478	44368587/	3335	PINE TAR ALY	P		4,749.47	D-2017YE	151867 44368587/ 3335 PINE
000966 ENTERGY INVOICE: 155004672729	155004672729	290516	125567875/	800	SNOWWOOD DR	P		828.18	D-2017YE	151866 125567875/ 800 STOW
000966 ENTERGY INVOICE: 155004672730	155004672730	290517	125567883/	800	SNOWWOOD DR	P		360.52	D-2017YE	151866 125567883/ 800 STOW
000966 ENTERGY INVOICE: 175004618968	175004618968	290481	31109259 /	7705	TCHULAHOMA RD	P		7.75	D-2017YE	151864 31109259 / 7705 TCH
000966 ENTERGY INVOICE: 175004618969	175004618969	290482	31109317-	7655	TCHULAHOMA	P		7.75	D-2017YE	151864 31109317- 7655 TCHU
000966 ENTERGY INVOICE: 175004618970	175004618970	290483	31109366/	7625	TCHULAHOMA	P		7.75	D-2017YE	151864 31109366/ 7625 TCHU
000966 ENTERGY INVOICE: 175004618971	175004618971	290484	31109424/	7635	TCHULAHOMA	P		7.75	D-2017YE	151864 31109424/ 7635 TCHUL
000966 ENTERGY INVOICE: 175004618972	175004618972	290485	31109473/	7525	TCHULAHOMA	P		7.75	D-2017YE	151864 31109473/ 7525 TCHU
000966 ENTERGY INVOICE: 175004618973	175004618973	290486	31109549/	7535	TCHULAHOMA	P		7.75	D-2017YE	151864 31109549/ 7535 TCHU
000966 ENTERGY INVOICE: 175004618974	175004618974	290520	31109614/	7645	TCHULAHOMA	P		7.75	D-2017YE	151864 31109614/ 7645 TCHU
000966 ENTERGY INVOICE: 175004618975	175004618975	290491	31109648/	7665	TCHULAHOMA	P		7.75	D-2017YE	151864 31109648/ 7665 TCHU
000966 ENTERGY INVOICE: 175004618976	175004618976	290492	31109663/	7735	TCHULAHOMA	P		12.31	D-2017YE	151865 31109663/ 7735 TCHUL
000966 ENTERGY INVOICE: 175004619026	175004619026	290496	22512453/	6205	GETWELL RD	P		14.40	D-2017YE	151865 22512453/ 6205 GETW
000966 ENTERGY INVOICE: 185004777073	185004777073	290518	38822441/	8925	SWINNEA RD	P		383.44	D-2017YE	151866 38822441/ 8925 SWIN
000966 ENTERGY INVOICE: 230003658520	230003658520	290474	16833329/	3278	MAY BLVD	P		37.94	D-2017YE	151865 16833329/ 3278 MAY B
000966 ENTERGY INVOICE: 230003658521	230003658521	290475	16834020/	GETWELL &	MAY RD	P		278.27	D-2017YE	151866 16834020/ GETWELL &
000966 ENTERGY INVOICE: 230003658523	230003658523	290476	16837304/	6205	SNOWWOOD LN	P		347.69	D-2017YE	151866 16837304/ 6205 SNOW

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ACCOUNT/VENDOR	YEAR/PERIOD: 2017/1 TO 2018/1	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000966 ENTERGY	INVOICE: 230003658525	230003658525 290477	16852006/	2017 12 INV P	7.75 D-2017YE	151864	16852006/ 7505 STON
000966 ENTERGY	INVOICE: 230003658526	230003658526 290500	16852212/	2017 12 INV P	390.47 D-2017YE	151866	16852212/ 3278 MAY
000966 ENTERGY	INVOICE: 25005249456	25005249456 290508	46687588/	2017 12 INV P	18.23 D-2017YE	151865	46687588/ 365 RASCO
000966 ENTERGY	INVOICE: 25005252608	25005252608 290528	16838419/	2017 12 INV P	16.61 D-2017YE	151865	16838419/ 7505 CHER
000966 ENTERGY	INVOICE: 25005252610	25005252610 290440	16839250/	2017 12 INV P	1,127.82 D-2017YE	151863	16839250/ 7505 CHER
000966 ENTERGY	INVOICE: 285003980637	285003980637 290511	19045897/	2017 12 INV P	13.85 D-2017YE	151865	19045897/ 295 STATE
000966 ENTERGY	INVOICE: 290003765448	290003765448 290506	117424333/	2017 12 INV P	22.58 D-2017YE	151865	117424333/ 1729 BRO
000966 ENTERGY	INVOICE: 325003630467	325003630467 290519	45692910/	2017 12 INV P	7.75 D-2017YE	151864	45692910/ 8925 SWIN
000966 ENTERGY	INVOICE: 330002511221	330002511221 290494	16836884/	2017 12 INV P	51.39 D-2017YE	151865	16836884/ CHAPARRAL
000966 ENTERGY	INVOICE: 330002511222	330002511222 290493	16838617/	2017 12 INV P	211.02 D-2017YE	151866	16838617/ SNOWDEN P
000966 ENTERGY	INVOICE: 390002514155	390002514155 290499	15744642/	2017 12 INV P	5,255.19 D-2017YE	151867	15744642/ 3376 NAIL
000966 ENTERGY	INVOICE: 390002514156	390002514156 290498	15744865/	2017 12 INV P	12.31 D-2017YE	151864	15744865/ 3566 NAIL
000966 ENTERGY	INVOICE: 405003193835	405003193835 290479	20892766/	2017 12 INV P	294.95 D-2017YE	151866	20892766/6070 SNOWD
000966 ENTERGY	INVOICE: 405003197129	405003197129 290509	19046929/	2017 12 INV P	165.16 D-2017YE	151866	19046929/ 1978 STAT
000966 ENTERGY	INVOICE: 430002101260	430002101260 290505	56395635/	2017 12 INV P	26.79 D-2017YE	151865	56395635/ 7360 US H
000966 ENTERGY	INVOICE: 45005065013	45005065013 290739	16836454/	2017 12 INV P	46.15 D-2017YE	151890	16836454/ 4700 STAT
000966 ENTERGY	INVOICE: 45005065014	45005065014 290743	16838229/	2017 12 INV P	1,568.21 D-2017YE	151890	16838229/4700 STATE
000966 ENTERGY	INVOICE: 455003011931	455003011931 290503	119242972/	2017 12 INV P	54.38 D-2017YE	151865	119242972/ 7635 TCH
000966 ENTERGY	INVOICE: 470002158758	470002158758 290512	123335762/	2017 12 INV P	1,794.41 D-2017YE	151866	123335762/800 STOWE
000966 ENTERGY	INVOICE: 485002930582	485002930582 290497	18054049/	2017 12 INV P	1,692.66 D-2017YE	151866	18054049/ SNOWDEN B
000966 ENTERGY	INVOICE: 505002643482	505002643482 290510	69723351/	2017 12 INV P	8.24 D-2017YE	151864	69723351/ 8925 SWIN
000966 ENTERGY	INVOICE: 545002240258	545002240258 290501	19046408/	2017 12 INV P	7.75 D-2017YE	151864	19046408/3025 CARNI
000966 ENTERGY	INVOICE: 575001765166	575001765166 290504	38124624/	2017 12 INV P	546.71 D-2017YE	151866	38124624/ CHERRY VA
000966 ENTERGY	INVOICE: 575001765465	575001765465 290502	47805247/	2017 12 INV P	55.62 D-2017YE	151865	47805247/ 6208 SNOW
000966 ENTERGY	INVOICE: 615000774869	615000774869 290507	41111535/	2017 12 INV P	6,797.81 D-2017YE	151867	41111535/ 7360 US H

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YEAR/PERIOD: 2017/1 TO 2018/1	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR						
001145 ATMOS ENERGY	301547102317	290837	2017 12 INV P	488.11	D-2017YE	151906 3015476459/ 3335 PI
INVOICE: 301547102317	FULL DESC:	3015476459/ 3335 PINE TAR ALY		25.10	D-2017YE	151883 3019672435/ 8400 GR
001145 ATMOS ENERGY	301967101617	290744	2017 12 INV P	25.10	D-2017YE	151860 3020713076/8925 SWI
INVOICE: 301967101617	FULL DESC:	3019672435/ 8400 GREENBROOK PKWY		29.94	D-2017YE	151860 4010573727/ 800 STO
001145 ATMOS ENERGY	302071101317	290527	2017 12 INV P			
INVOICE: 302071101317	FULL DESC:	3020713076/8925 SWINNEA RD				
001145 ATMOS ENERGY	401057101617	290526	2017 12 INV P			
INVOICE: 401057101617	FULL DESC:	4010573727/ 800 STOWEMOOD		569.08		
ACCOUNT TOTAL				29,514.03		
0010-400-411-00-629300-	8182017	290761	INSURANCE-LIABILITY			151891 REISSUE-ONLINE REGI
116831 GOTSOCER.COM			2017 12 INV P	615.00	D-2017YE	
INVOICE: 8182017	FULL DESC:	REISSUE-ONLINE REGISTRATION SOCCER FEES		615.00		
ACCOUNT TOTAL				31,771.87		
0010-400-412-00-612400-			ORG 411 TOTAL			
118557 CUBE ICE INC.	36-7168327	290358	PARK TOURNAMENTS			151819 ICE/ SNOWDEN
INVOICE:			RESELL / CONCESSION EXPENSE			
	FULL DESC:	ICE/ SNOWDEN	2017 12 INV P	156.75	D-2017YE	
ACCOUNT TOTAL				156.75		
ORG 412 TOTAL				156.75		
0010-500-511-00-610100-			MUNICIPAL CODE ENFORCEMENT			151861 CLEANING SUPPLIES
22624 BUCKEYE CLEANING CEN	167978	290525	CLEANING SUPPLIES			
INVOICE: 167978	FULL DESC:	CLEANING SUPPLIES	2017 12 INV P	129.93	D-2017YE	
ACCOUNT TOTAL				129.93		
0010-500-511-00-622100-			PROFESSIONAL SERVICES			151870 PRE EMPLOYMENT BACK
22900 PROTECT YOUTH SPORTS	545479	290716	2017 12 INV P	17.95	D-2017YE	
INVOICE: 545479	FULL DESC:	PRE EMPLOYMENT BACKGROUND CHECKS		17.95		
ACCOUNT TOTAL				217.24		
0010-500-511-00-625700-			TELEPHONE & POSTAGE			151817 287269097723/ ANIMA
001167 AT&T MOBILITY	287269090417	290356	2017 12 INV P	217.24	D-2017YE	
INVOICE: 287269090417	FULL DESC:	287269097723/ ANIMAL CONTROL		217.24		
ACCOUNT TOTAL				365.12		
ORG 511 TOTAL						

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ACCOUNT/VENDOR DOCUMENT

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WARRANT CHECK DESCRIPTION

EXPENSE ACCOUNTS

CONDEMNED PROPERTY MANAGEMENT

020065 BLC OF MS LLC	7091	290868	PARCEL 107419140000600	2017 12 INV P	195.00 D-2017YE	151912	PARCEL 107419140000
INVOICE: 7091		FULL DESC:					
020065 BLC OF MS LLC	7098	290865	983 BOULDER CV	2017 12 INV P	84.00 D-2017YE	151909	983 BOULDER CV
INVOICE: 7098		FULL DESC:					
020065 BLC OF MS LLC	7099	290866	983 BOULDER CV	2017 12 INV P	84.00 D-2017YE	151909	983 BOULDER CV
INVOICE: 7099		FULL DESC:					
020065 BLC OF MS LLC	7101	290860	8161 BOONEVILLE DR	2017 12 INV P	84.00 D-2017YE	151909	8161 BOONEVILLE DR
INVOICE: 7101		FULL DESC:					
020065 BLC OF MS LLC	7102	290862	8161 BOONEVILLE DR	2017 12 INV P	84.00 D-2017YE	151909	8161 BOONEVILLE DR
INVOICE: 7102		FULL DESC:					
020065 BLC OF MS LLC	7105	290856	8206 CEDARBROOK DR	2017 12 INV P	84.00 D-2017YE	151909	8206 CEDARBROOK DR
INVOICE: 7105		FULL DESC:					
020065 BLC OF MS LLC	7106	290858	8206 CEDARBROOK DR	2017 12 INV P	84.00 D-2017YE	151909	8206 CEDARBROOK DR
INVOICE: 7106		FULL DESC:					
020065 BLC OF MS LLC	7108	290922	2211 CEDARWOOD CV	2017 12 INV P	84.00 D-2017YE	151909	2211 CEDARWOOD CV
INVOICE: 7108		FULL DESC:					
020065 BLC OF MS LLC	7109	290853	2211 CEDARWOOD CV	2017 12 INV P	84.00 D-2017YE	151909	2211 CEDARWOOD CV
INVOICE: 7109		FULL DESC:					
020065 BLC OF MS LLC	7111	290920	2240 CEDARWOOD CV	2017 12 INV P	84.00 D-2017YE	151909	2240 CEDARWOOD CV
INVOICE: 7111		FULL DESC:					
020065 BLC OF MS LLC	7112	290918	2240 CEDARWOOD CV	2017 12 INV P	84.00 D-2017YE	151909	2240 CEDARWOOD CV
INVOICE: 7112		FULL DESC:					
020065 BLC OF MS LLC	7114	290914	7715 CHARLESTON DR	2017 12 INV P	84.00 D-2017YE	151909	7715 CHARLESTON DR
INVOICE: 7114		FULL DESC:					
020065 BLC OF MS LLC	7115	290916	7715 CHARLESTON DR	2017 12 INV P	84.00 D-2017YE	151909	7715 CHARLESTON DR
INVOICE: 7115		FULL DESC:					
020065 BLC OF MS LLC	7117	290910	526 CHRISTYBROOK CV	2017 12 INV P	84.00 D-2017YE	151909	526 CHRISTYBROOK CV
INVOICE: 7117		FULL DESC:					
020065 BLC OF MS LLC	7118	290912	526 CHRISTYBROOK CV	2017 12 INV P	84.00 D-2017YE	151909	526 CHRISTYBROOK CV
INVOICE: 7118		FULL DESC:					
020065 BLC OF MS LLC	7120	290909	1676 CUSTER DR	2017 12 INV P	84.00 D-2017YE	151909	1676 CUSTER DR
INVOICE: 7120		FULL DESC:					
020065 BLC OF MS LLC	7121	290904	1676 CUSTER DR	2017 12 INV P	84.00 D-2017YE	151909	1676 CUSTER DR
INVOICE: 7121		FULL DESC:					
020065 BLC OF MS LLC	7123	290746	1741 GEORGE PL	2017 12 INV P	84.00 D-2017YE	151885	1741 GEORGE PL
INVOICE: 7123		FULL DESC:					
020065 BLC OF MS LLC	7124	290745	1741 GEORGE PL	2017 12 INV P	84.00 D-2017YE	151885	1741 GEORGE PL
INVOICE: 7124		FULL DESC:					
020065 BLC OF MS LLC	7126	290886	861 GREAT OAKS DR	2017 12 INV P	84.00 D-2017YE	151909	861 GREAT OAKS DR
INVOICE: 7126		FULL DESC:					
020065 BLC OF MS LLC	7127	290885	861 GREAT OAKS DR	2017 12 INV P	84.00 D-2017YE	151909	861 GREAT OAKS DR
INVOICE: 7127		FULL DESC:					
020065 BLC OF MS LLC	7129	290883	965 GREAT OAKS DR	2017 12 INV P	84.00 D-2017YE	151909	965 GREAT OAKS DR
INVOICE: 7129		FULL DESC:					
020065 BLC OF MS LLC	7130	290907	965 GREAT OAKS DR	2017 12 INV P	84.00 D-2017YE	151910	965 GREAT OAKS DR
INVOICE: 7130		FULL DESC:					
020065 BLC OF MS LLC	7132	290901	965 GREAT OAKS DR	2017 12 INV P	84.00 D-2017YE	151910	965 GREAT OAKS DR
INVOICE: 7132		FULL DESC:					
020065 BLC OF MS LLC	7133	290902	2507 GREENCLIFF DR	2017 12 INV P	84.00 D-2017YE	151910	2507 GREENCLIFF DR
INVOICE: 7133		FULL DESC:					

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YEAR/PERIOD:	2017/1	TO 2018/1	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR								
INVOICE: 7133								
020065 BLC OF MS LLC	7135		FULL DESC: 2507 GREENCLIFF DR		2017 12 INV P	84.00 D-2017YE	151910	2160 HEATHER RIDGE
INVOICE: 7135			FULL DESC: 290897					
020065 BLC OF MS LLC	7136		FULL DESC: 2160 HEATHER RIDGE		2017 12 INV P	84.00 D-2017YE	151910	2160 HEATHER RIDGE
INVOICE: 7136			FULL DESC: 290899					
020065 BLC OF MS LLC	7138		FULL DESC: 2160 HEATHER RIDGE		2017 12 INV P	84.00 D-2017YE	151910	2165 HEATHER RIDGE
INVOICE: 7138			FULL DESC: 290895					
020065 BLC OF MS LLC	7139		FULL DESC: 2165 HEATHER RIDGE		2017 12 INV P	84.00 D-2017YE	151910	2165 HEATHER RIDGE
INVOICE: 7139			FULL DESC: 290893					
020065 BLC OF MS LLC	7141		FULL DESC: 2165 HEATHER RIDGE		2017 12 INV P	84.00 D-2017YE	151910	1625 HICKORY DR
INVOICE: 7141			FULL DESC: 290890					
020065 BLC OF MS LLC	7142		FULL DESC: 1625 HICKORY DR		2017 12 INV P	84.00 D-2017YE	151910	1625 HICKORY DR
INVOICE: 7142			FULL DESC: 290892					
020065 BLC OF MS LLC	7144		FULL DESC: 1625 HICKORY DR		2017 12 INV P	84.00 D-2017YE	151910	352 HILLBROOK DR
INVOICE: 7144			FULL DESC: 290889					
020065 BLC OF MS LLC	7145		FULL DESC: 352 HILLBROOK DR		2017 12 INV P	84.00 D-2017YE	151910	352 HILLBROOK
INVOICE: 7145			FULL DESC: 290924					
020065 BLC OF MS LLC	7147		FULL DESC: 352 HILLBROOK		2017 12 INV P	168.00 D-2017YE	151911	2503 HUNTERS POINT
INVOICE: 7147			FULL DESC: 290923					
020065 BLC OF MS LLC	7149		FULL DESC: 2503 HUNTERS POINT DR		2017 12 INV P	84.00 D-2017YE	151910	8878 LITTLE HOUSE C
INVOICE: 7149			FULL DESC: 290919					
020065 BLC OF MS LLC	7150		FULL DESC: 8878 LITTLE HOUSE CV		2017 12 INV P	84.00 D-2017YE	151910	8878 LITTLE HOUSE C
INVOICE: 7150			FULL DESC: 290921					
020065 BLC OF MS LLC	7152		FULL DESC: 8878 LITTLE HOUSE CV		2017 12 INV P	84.00 D-2017YE	151910	1354 MAIN
INVOICE: 7152			FULL DESC: 290915					
020065 BLC OF MS LLC	7153		FULL DESC: 1354 MAIN		2017 12 INV P	84.00 D-2017YE	151910	8878 LITTLE HOUSE C
INVOICE: 7153			FULL DESC: 290917					
020065 BLC OF MS LLC	7155		FULL DESC: 8878 LITTLE HOUSE CV		2017 12 INV P	84.00 D-2017YE	151910	4485 NICHOLAS LN
INVOICE: 7155			FULL DESC: 290911					
020065 BLC OF MS LLC	7156		FULL DESC: 4485 NICHOLAS LN		2017 12 INV P	84.00 D-2017YE	151910	4485 NICHOLAS LN
INVOICE: 7156			FULL DESC: 290913					
020065 BLC OF MS LLC	7161		FULL DESC: 4485 NICHOLAS LN		2017 12 INV P	84.00 D-2017YE	151910	42 PEPPERBROOK CV
INVOICE: 7161			FULL DESC: 290906					
020065 BLC OF MS LLC	7162		FULL DESC: 42 PEPPERBROOK CV		2017 12 INV P	84.00 D-2017YE	151910	42 PEPPERBROOK CV
INVOICE: 7162			FULL DESC: 290908					
020065 BLC OF MS LLC	7164		FULL DESC: 42 PEPPERBROOK CV		2017 12 INV P	84.00 D-2017YE	151910	8131 PINEBROOK DR
INVOICE: 7164			FULL DESC: 290903					
020065 BLC OF MS LLC	7165		FULL DESC: 8131 PINEBROOK DR		2017 12 INV P	84.00 D-2017YE	151911	8131 PINEBROOK DR
INVOICE: 7165			FULL DESC: 290905					
020065 BLC OF MS LLC	7167		FULL DESC: 8131 PINEBROOK DR		2017 12 INV P	84.00 D-2017YE	151911	1582 STAUNTON DR
INVOICE: 7167			FULL DESC: 290898					
020065 BLC OF MS LLC	7168		FULL DESC: 1582 STAUNTON DR		2017 12 INV P	84.00 D-2017YE	151911	1582 STAUNTON DR
INVOICE: 7168			FULL DESC: 290900					
020065 BLC OF MS LLC	7170		FULL DESC: 1582 STAUNTON DR		2017 12 INV P	168.00 D-2017YE	151911	2871 STATELINE RD
INVOICE: 7170			FULL DESC: 290925					
020065 BLC OF MS LLC	7171		FULL DESC: 1582 STAUNTON DR		2017 12 INV P	168.00 D-2017YE	151911	2871 STATELINE RD
INVOICE: 7171			FULL DESC: 290926					
020065 BLC OF MS LLC	7173		FULL DESC: 2871 STATELINE RD		2017 12 INV P	168.00 D-2017YE	151911	1597 STAUNTON DR
INVOICE: 7173			FULL DESC: 290894					
020065 BLC OF MS LLC	7175		FULL DESC: 1597 STAUNTON DR		2017 12 INV P	84.00 D-2017YE	151911	37 STONEBROOK CV
INVOICE: 7175			FULL DESC: 290896					
020065 BLC OF MS LLC	7176		FULL DESC: 37 STONEBROOK CV		2017 12 INV P	84.00 D-2017YE	151911	37 STONEBROOK CV
INVOICE: 7176			FULL DESC: 290891					

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YEAR/PERIOD: 2017/1	TO 2018/1	DOCUMENT	ACCOUNT/VENDOR	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE:	7176							
020065 BLC OF MS LLC	7178	FULL DESC:	37 STONEBROOK CV	2017 12 INV P	84.00 D-2017YE	151911	680	THORNWOOD DR
INVOICE:	7178	FULL DESC:	680 THORNWOOD DR	2017 12 INV P	84.00 D-2017YE	151911	680	THORNWOOD DR
020065 BLC OF MS LLC	7179	FULL DESC:	680 THORNWOOD DR	2017 12 INV P	84.00 D-2017YE	151911	680	THORNWOOD DR
INVOICE:	7179	FULL DESC:	680 THORNWOOD DR	2017 12 INV P	84.00 D-2017YE	151911	680	THORNWOOD DR
020065 BLC OF MS LLC	7181	FULL DESC:	5820 WESTMISTE LN	2017 12 INV P	84.00 D-2017YE	151911	5820	WESTMISTE LN
INVOICE:	7181	FULL DESC:	5820 WESTMISTE LN	2017 12 INV P	84.00 D-2017YE	151911	5820	WESTMISTE LN
020065 BLC OF MS LLC	7182	FULL DESC:	5820 WESTMISTE LN	2017 12 INV P	84.00 D-2017YE	151911	5820	WESTMISTE LN
INVOICE:	7182	FULL DESC:	5820 WESTMISTE LN	2017 12 INV P	84.00 D-2017YE	151911	5820	WESTMISTE LN
020065 BLC OF MS LLC	7184	FULL DESC:	8175 WHITEHEAD DR WEST	2017 12 INV P	84.00 D-2017YE	151911	8175	WHITEHEAD DR W
INVOICE:	7184	FULL DESC:	8175 WHITEHEAD DR WEST	2017 12 INV P	84.00 D-2017YE	151911	8175	WHITEHEAD DR W
020065 BLC OF MS LLC	7185	FULL DESC:	8175 WHITEHEAD DR WEST	2017 12 INV P	84.00 D-2017YE	151911	8175	WHITEHEAD DR W
INVOICE:	7185	FULL DESC:	8175 WHITEHEAD DR WEST	2017 12 INV P	84.00 D-2017YE	151911	8175	WHITEHEAD DR W
020065 BLC OF MS LLC	7188	FULL DESC:	9146 WHITWORTH ST	2017 12 INV P	84.00 D-2017YE	151911	9146	WHITWORTH ST
INVOICE:	7188	FULL DESC:	9146 WHITWORTH ST	2017 12 INV P	84.00 D-2017YE	151911	9146	WHITWORTH ST
020065 BLC OF MS LLC	7189	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151911	292	WOODSMOKE DR
INVOICE:	7189	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151911	292	WOODSMOKE DR
020065 BLC OF MS LLC	7190	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151911	292	WOODSMOKE DR
INVOICE:	7190	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151911	292	WOODSMOKE DR
020065 BLC OF MS LLC	7213	FULL DESC:	7659 GREENBROOK PKWY	2017 12 INV P	288.00 D-2017YE	151912	7659	GREENBROOK PKW
INVOICE:	7213	FULL DESC:	7659 GREENBROOK PKWY	2017 12 INV P	288.00 D-2017YE	151912	7659	GREENBROOK PKW
020065 BLC OF MS LLC	7214	FULL DESC:	7659 GREENBROOK PKWY	2017 12 INV P	84.00 D-2017YE	151908	7659	GREENBROOK PKW
INVOICE:	7214	FULL DESC:	7659 GREENBROOK PKWY	2017 12 INV P	84.00 D-2017YE	151908	7659	GREENBROOK PKW
020065 BLC OF MS LLC	7217	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
INVOICE:	7217	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
020065 BLC OF MS LLC	7218	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
INVOICE:	7218	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
020065 BLC OF MS LLC	7219	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
INVOICE:	7219	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
020065 BLC OF MS LLC	7220	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
INVOICE:	7220	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
020065 BLC OF MS LLC	7221	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
INVOICE:	7221	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
020065 BLC OF MS LLC	7222	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
INVOICE:	7222	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
020065 BLC OF MS LLC	7223	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
INVOICE:	7223	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151908	292	WOODSMOKE DR
020065 BLC OF MS LLC	7224	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151909	292	WOODSMOKE DR
INVOICE:	7224	FULL DESC:	292 WOODSMOKE DR	2017 12 INV P	84.00 D-2017YE	151909	292	WOODSMOKE DR
020065 BLC OF MS LLC	7227	FULL DESC:	8175 WHITEHEAD DR	2017 12 INV P	168.00 D-2017YE	151911	8175	WHITEHEAD DR
INVOICE:	7227	FULL DESC:	8175 WHITEHEAD DR	2017 12 INV P	168.00 D-2017YE	151911	8175	WHITEHEAD DR
020065 BLC OF MS LLC	7228	FULL DESC:	8175 WHITEHEAD DR	2017 12 INV P	84.00 D-2017YE	151908	8175	WHITEHEAD DR
INVOICE:	7228	FULL DESC:	8175 WHITEHEAD DR	2017 12 INV P	84.00 D-2017YE	151908	8175	WHITEHEAD DR
020065 BLC OF MS LLC	7229	FULL DESC:	8175 WHITEHEAD DR	2017 12 INV P	84.00 D-2017YE	151908	8175	WHITEHEAD DR
INVOICE:	7229	FULL DESC:	8175 WHITEHEAD DR	2017 12 INV P	84.00 D-2017YE	151908	8175	WHITEHEAD DR
020065 BLC OF MS LLC	7230	FULL DESC:	8175 WHITEHEAD DR	2017 12 INV P	84.00 D-2017YE	151908	8175	WHITEHEAD DR
INVOICE:	7230	FULL DESC:	8175 WHITEHEAD DR	2017 12 INV P	84.00 D-2017YE	151908	8175	WHITEHEAD DR
020065 BLC OF MS LLC	7231	FULL DESC:	1582 STANTON DR	2017 12 INV P	168.00 D-2017YE	151911	1582	STANTON DR
INVOICE:	7231	FULL DESC:	1582 STANTON DR	2017 12 INV P	168.00 D-2017YE	151911	1582	STANTON DR
020065 BLC OF MS LLC	7232	FULL DESC:	1582 STANTON DR	2017 12 INV P	84.00 D-2017YE	151908	1582	STANTON DR
INVOICE:	7232	FULL DESC:	1582 STANTON DR	2017 12 INV P	84.00 D-2017YE	151908	1582	STANTON DR
020065 BLC OF MS LLC	7233	FULL DESC:	1582 STANTON DR	2017 12 INV P	168.00 D-2017YE	151912	42	PEPPERBROOK CV
INVOICE:	7233	FULL DESC:	1582 STANTON DR	2017 12 INV P	168.00 D-2017YE	151912	42	PEPPERBROOK CV

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INVOICE: 7233							
02065 BLC OF MS LLC	7234	FULL DESC: 42 PEPPERBROOK CV	2017 12 INV P	84.00 D-2017YE	151908	42 PEPPERBROOK CV	
INVOICE: 7234		FULL DESC: 42 PEPPERBROOK CV	2017 12 INV P	168.00 D-2017YE	151912	4485 NICHOLAS LANE	
02065 BLC OF MS LLC	7235	FULL DESC: 4485 NICHOLAS LANE	2017 12 INV P	84.00 D-2017YE	151908	4485 NICHOLAS DR	
INVOICE: 7235		FULL DESC: 4485 NICHOLAS DR	2017 12 INV P	168.00 D-2017YE	151912	1354 MAIN ST	
02065 BLC OF MS LLC	7236	FULL DESC: 1354 MAIN ST	2017 12 INV P	84.00 D-2017YE	151908	1354 MAIN ST	
INVOICE: 7236		FULL DESC: 1354 MAIN ST	2017 12 INV P	84.00 D-2017YE	151908	1354 MAIN ST	
02065 BLC OF MS LLC	7237	FULL DESC: 1354 MAIN ST	2017 12 INV P	84.00 D-2017YE	151908	1354 MAIN ST	
INVOICE: 7237		FULL DESC: 1354 MAIN ST	2017 12 INV P	84.00 D-2017YE	151908	1354 MAIN ST	
02065 BLC OF MS LLC	7238	FULL DESC: 1354 MAIN ST	2017 12 INV P	84.00 D-2017YE	151908	1354 MAIN ST	
INVOICE: 7238		FULL DESC: 1354 MAIN ST	2017 12 INV P	84.00 D-2017YE	151908	1354 MAIN ST	
02065 BLC OF MS LLC	7239	FULL DESC: 1354 MAIN ST	2017 12 INV P	84.00 D-2017YE	151908	1354 MAIN ST	
INVOICE: 7239		FULL DESC: 1354 MAIN ST	2017 12 INV P	168.00 D-2017YE	151912	2165 HEATHER RIDGE	
02065 BLC OF MS LLC	7240	FULL DESC: 2165 HEATHER RIDGE	2017 12 INV P	543.00 D-2017YE	151912	2160 HEATHER RIDGE	
INVOICE: 7240		FULL DESC: 2160 HEATHER RIDGE	2017 12 INV P	168.00 D-2017YE	151912	1625 HICKORY DR	
02065 BLC OF MS LLC	7241	FULL DESC: 1625 HICKORY DR	2017 12 INV P	252.00 D-2017YE	151912	352 HILL BROOK DR	
INVOICE: 7241		FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
02065 BLC OF MS LLC	7242	FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
INVOICE: 7242		FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
02065 BLC OF MS LLC	7243	FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
INVOICE: 7243		FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
02065 BLC OF MS LLC	7244	FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
INVOICE: 7244		FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
02065 BLC OF MS LLC	7245	FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
INVOICE: 7245		FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
02065 BLC OF MS LLC	7246	FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
INVOICE: 7246		FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
02065 BLC OF MS LLC	7247	FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	
INVOICE: 7247		FULL DESC: 352 HILL BROOK DR	2017 12 INV P	84.00 D-2017YE	151908	352 HILL BROOK DR	

000-900-902-00-620700-							
004389 TEMPLE	INVO167764	290758	CITY BEAUTIFICATION	11,703.00 D-2017YE	151898	NEW BRACKETS FOR MA	
INVOICE:			NEW BRACKETS FOR MAST ARMS AND				

000-900-902-00-620902-							
000966 ENTERGY	115004826037	290401	FACILITIES MANAGEMENT	1,322.34 D-2017YE	151822	16004111/ 8889 NORT	
INVOICE: 115004826037			2017 12 INV P				
000966 ENTERGY	115004826051	290402	8889 NORTHWEST DR	52.73 D-2017YE	151821	15991573/ 8710 NORT	
INVOICE: 115004826051			2017 12 INV P				
000966 ENTERGY	170003905529	290371	8710 NORTHWEST DR	7,006.83 D-2017YE	151822	17002007/ 385 STATE	
INVOICE: 170003905529			2017 12 INV P				
000966 ENTERGY	200003216952	290403	385 STATELINE-#41-0848 RD W	542.64 D-2017YE	151822	130057649/ 7312 HIG	
INVOICE: 200003216952			2017 12 INV P				
000966 ENTERGY	405003196030	290395	7312 HIGHWAY 51 N	53.58 D-2017YE	151821	80540586/ 8889 NORT	
INVOICE: 405003196030			2017 12 INV P				

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DOCUMENT

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WARRANT

CHECK

DESCRIPTION

8,978.12

001540 MURPHY & SONS, INC. 2091

290795

2017 12 INV P

2,771.47 D-2017YE

151894 MATERIAL FOR PROJEC

INVOICE: 2091

FULL DESC:

MATERIAL FOR PROJECT

2017 12 INV P

1,135.05 D-2017YE

151894 MATERIAL FOR PROJEC

001540 MURPHY & SONS, INC. 2265

290794

2017 12 INV P

2,441.61 D-2017YE

151894 MATERIAL FOR PROJEC

INVOICE: 2271

FULL DESC:

MATERIAL FOR PROJECT

6,348.13

002591 AUTOMATIC GATES CONS 86777-IN

290792

2017 12 INV P

275.00 D-2017YE

151884 PW GATE REPAIRS/UPG

INVOICE:

FULL DESC:

PW GATE REPAIRS/UPGRADES

ACCOUNT TOTAL

15,601.25

000759 LEHMAN ROBERTS CO 16047-8

291354

STREET IMPROVEMENT
2017 12 INV A

232,055.61 D-2017YE

FY17 FINAL OVERLAY

INVOICE:

FULL DESC:

FY17 FINAL OVERLAY

ACCOUNT TOTAL

232,055.61

ORG 902

TOTAL

268,869.86

FUND 0010 GENERAL FUND

TOTAL:

384,436.45

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YEAR/PERIOD: 2017/1 TO 2018/1	DOCUMENT	VOUCHER PO	YEAR/YR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR						
0400-000-00-130700-	UTILITY FUND	ACCOUNTS RECEIVABLE				
027096 MADRIGAL ANGELIKA & 33252	290620	2017 12 INV P				
INVOICE: 33252	FULL DESC: REISSUE-UTILITY REFUND					
	ACCOUNT TOTAL					
0400-000-00-210110-C2017	MS STATE UNCLAIMED PROPERTY					
016415 STATE TREASURER OF M 9302017	290621	2017 12 INV P				
INVOICE: 9302017	FULL DESC: UNCLAIMED PROPERTY REPORT FOR FY-2017					
	ACCOUNT TOTAL					
0400-000-00-506400-	WATER SALES					
027431 BOBBITT MECHANICAL I 101717	290382	2017 12 INV P				
INVOICE: 101717	FULL DESC: REFUND/ PERMIT POSTED TO WATER ACCT IN ERROR					
	ACCOUNT TOTAL					
0400-000-00-506700-	SEWER SALES					
027431 BOBBITT MECHANICAL I 101717	290382	2017 12 INV P				
INVOICE: 101717	FULL DESC: REFUND/ PERMIT POSTED TO WATER ACCT IN ERROR					
	ACCOUNT TOTAL					
027432 PEARSON MARJORIE 101917	290412	2017 12 INV P				
INVOICE: 101917	FULL DESC: REFUND/CHECK POSTED TO WATER ACCT IN ERROR					
	ACCOUNT TOTAL					
	ORG 0400 TOTAL					
0400-800-811-00-651400-	UTILITY EXPENSE ACCOUNTS					
004646 DESOTO COUNTY REGION 962017	290699	DCRUA UPGRADE TAP FEES				
INVOICE: 962017	FULL DESC: AUGUST COLLECTED SEWER FEES					
	ACCOUNT TOTAL					
0400-800-811-00-651500-	DCRUA TAP FEES					
004646 DESOTO COUNTY REGION 962017	290699	2017 12 INV P				
INVOICE: 962017	FULL DESC: AUGUST COLLECTED SEWER FEES					
	ACCOUNT TOTAL					
	ORG 811 TOTAL					
0400-800-825-00-611000-	UTILITY MAINTENANCE EXPENSES					
000354 METER SERVICE AND SU 7764	290961	2017 12 INV P				
INVOICE: 7764	FULL DESC: MEGA/ LUG FOR PVC, BOLT, GASKET PACK					
000354 METER SERVICE AND SU 7765	290960	2017 12 INV P				
INVOICE: 7765	FULL DESC: VALVE BOX RISERS					

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

1,420.10

000661 DITCH WITCH MID-SOUT PO6532 290835 2017 12 INV P 68.97 D-2017YE 151914 PNUMATIC BORING TOOL

007304 O'REILLYS AUTO PARTS 1257-314323 290676 2017 12 INV P 16.36 D-2017YE 151869 AIR FRESHENER/KEY C

ACCOUNT TOTAL 1,505.43

000-800-825-00-622100- PROFESSIONAL SERVICES
019589 BAKER SERVICES 62112 290834 2017 12 INV P 17,487.74 D-2017YE 151907 METER READS

ACCOUNT TOTAL 17,487.74

000-800-825-00-625700- TELEPHONE & POSTAGE
00167 AT&T MOBILITY 287251690417 290386 2017 12 INV P 1,293.07 D-2017YE 151817 287251660413/ UTILI

ACCOUNT TOTAL 1,293.07

UTILITIES

000-800-825-00-626000- 2017 12 INV P 1,126.09 D-2017YE 151822 76259076/ 3088 NAIL

000966 ENTERGY 100004063428 FULL, DESC: 76259076/ 3088 NAIL RD 12.08 D-2017YE 151820 16851180/ 7696 AIRW

000966 ENTERGY 115004824845 FULL, DESC: 16851180/ 7696 AIRWAYS BLVD 77.48 D-2017YE 151821 75760785/ 8157A PAR

000966 ENTERGY 120003931061 FULL, DESC: 75760785/ 8157A PARK PIKE 10.03 D-2017YE 151820 16292922/ 8779 WHIT

000966 ENTERGY 125004775676 FULL, DESC: 125004775676 290416 16292922/ 8779 WHITWORTH ST 96.78 D-2017YE 151821 16835233/ TOWN & CO

000966 ENTERGY 125004775677 FULL, DESC: 125004775677 290384 16293136/ 8779 WHITWORTH ST 61.75 D-2017YE 151821 16835787/ HUDGINS R

000966 ENTERGY 140003900744 FULL, DESC: 140003900744 290420 16835233/ TOWN & COUNTRY DR 14.21 D-2017YE 151820 18141937/ 8440 GRE

000966 ENTERGY 150003873978 FULL, DESC: 150003873978 290421 16835787/ HUDGINS RD 9.18 D-2017YE 151915 16839508/ 8989 STAN

000966 ENTERGY 155004672315 FULL, DESC: 155004672315 290414 18141937/ 8440 GREENBROOK PKWY 10.25 D-2017YE 151820 16852907/ 1334 GOOD

000966 ENTERGY 205004505761 FULL, DESC: 205004505761 290836 16839508/ 8989 STANTON RD 3,551.00 D-2017YE 151822 16853459/ 5850 GETW

000966 ENTERGY 230003658527 FULL, DESC: 230003658527 290427 16852907/ 1334 GOODMAN RD 7,287.91 D-2017YE 151822 16850588/ 7525 GRE

000966 ENTERGY 230003658528 FULL, DESC: 230003658528 290424 16853459/ 5850 GETWELL RD WATER PLANT 156.86 D-2017YE 151821 16836702/ 6854 TCHU

000966 ENTERGY 25005252611 FULL, DESC: 25005252611 290383 16850588/ 7525 GREENBROOK PKWY 21.46 D-2017YE 151820 16851461/ HUNTERS GLEN ST

000966 ENTERGY 330002511220 FULL, DESC: 330002511220 290428 16836702/ 6854 TCHU

000966 ENTERGY 330002511224 FULL, DESC: 330002511224 290419 16851461/ HUNTERS GLEN ST

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

000966 ENTERGY	335003607141	290426	2017 12 INV P	107.93 D-2017YE	151821	1020923335/ 8182 GET
INVOICE: 335003607141	FULL DESC:	1020923335/ 8182 GETWELL RD NORTH LIFT STATION				
000966 ENTERGY	35005127249	290422	2017 12 INV P	75.40 D-2017YE	151821	122528110/ 2635 RUT
INVOICE: 35005127249	FULL DESC:	122528110/ 2635 RUTHERFORD A				
000966 ENTERGY	35005128683	290431	2017 12 INV P	7.75 D-2017YE	151820	39758438/ 5850 GETW
INVOICE: 35005128683	FULL DESC:	39758438/ 5850 GETWELL RD WATERTOWER				
000966 ENTERGY	405003197130	290418	2017 12 INV P	11.79 D-2017YE	151820	19047166/ 1281 BROO
INVOICE: 405003197130	FULL DESC:	19047166/ 1281 BROOKHAVEN DR				
000966 ENTERGY	435003104090	290423	2017 12 INV P	12.20 D-2017YE	151820	19045665/ 6845 MCCA
INVOICE: 435003104090	FULL DESC:	19045665/ 6845 MCCA IN DR				
000966 ENTERGY	50005492549	290425	2017 12 INV P	10.75 D-2017YE	151820	126811512/ AIRWAYS
INVOICE: 50005492549	FULL DESC:	126811512/ AIRWAYS BLVD AND PLUM POINT AVE				
000966 ENTERGY	555002094275	290417	2017 12 INV P	10.03 D-2017YE	151820	71532782/ 1433 STAT
INVOICE: 555002094275	FULL DESC:	71532782/ 1433 STATELINE RD E				

19,259.33

001167 AT&T MOBILITY	820538890417	290385	2017 12 INV P	845.05 D-2017YE	151817	820538869/ SCADA &
INVOICE: 820538890417	FULL DESC:	820538869/ SCADA & GETAC				

ACCOUNT TOTAL 20,104.38
ORG 825 TOTAL 40,390.62

FUND 0400 UTILITY FUND TOTAL: 62,143.62

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ACCOUNT/VENDOR DOCUMENT

VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

0450 SANITATION FUND
0450-000-000-00-210110-C2017 MS STATE UNCLAIMED PROPERTY
016415 STATE TREASURER OF M 9302017 290621 2017 12 INV P 7.51 D-2017YE 151871 UNCLAIMED PROPERT R
INVOICE: 9302017 FULL DESC: UNCLAIMED PROPERT REPORT FOR FY-2017

0450-000-000-00-507600-
027431 BOBBITT MECHANICAL I 101717 290382 SANITATION COLLECTION CHARGE 12.00 D-2017YE 151818 REFUND/ PERMIT POST
INVOICE: 101717 FULL DESC: REFUND/ PERMIT POSTED TO WATER ACCT IN ERROR

0450-810-850-00-622100-
019230 WASTE PRO-MEMPHIS 130631 290796 MAINTENANCE EXPENSES
INVOICE: 130631 FULL DESC: FULL. DESC: 2017 12 INV P 95,595.00 D-2017YE 151900 SEPT. RUBBISH COLLE
019230 WASTE PRO-MEMPHIS 290433 STORMCLEANUP 290433 SEPT. RUBBISH COLLECTION PER CONTRACT 86,820.00 D-2017YE 151826 STORM CLEAN UP MAY
INVOICE: FULL DESC: STORM CLEAN UP MAY 2017

ACCOUNT TOTAL 182,415.00
ORG 850 TOTAL 182,415.00
FUND 0450 SANITATION FUND TOTAL: 182,434.51

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0600	0600-000-00-214300-	PAYROLL FUND	EMPLOYEE MEDICAL INSURANCE	225.54	D-2017YE	151872	SEP. COBRA ADMIN FE
024871	WAGWORKS	917-TR44884	290715	2017 12 INV P			
INVOICE:		FULL DESC:	SEP. COBRA ADMIN FEES	225.54			
		ACCOUNT TOTAL		225.54			
		ORG 0600	TOTAL	225.54			

FUND 0600	PAYROLL FUND	TOTAL:	225.54
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** END OF REPORT - Generated by Nicole Hilario **



Minutes, City of Southaven, Southaven, Mississippi



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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-110717

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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

0010-000-000-00-500700- GENERAL FUND
27429 LOVE JACQUELYN RECREATIONAL FEES
INVOICE: 10132017 10132017 290296 2018 1 INV A 30.00 C-110717
FULL DESC: CONFLICT INTEREST/SCHEDULE/MARKUS LOVE/SOCCER CONFLICT INTEREST/S

ACCOUNT TOTAL 30.00
ORG 0010 TOTAL 30.00

0010-100-111-00-610400- MAYOR ADMIN DEPARTMENT
07600 OFFICE DEPOT OFFICE SUPPLIES
INVOICE: 968854652001 968854652001 290327 2018 1 INV A 348.46 C-110717
FULL DESC: DOCUMENT FRAMES (KRISTIE) DOCUMENT FRAMES (KR

ACCOUNT TOTAL 348.46

0010-100-111-00-622100- PROFESSIONAL SERVICES
01092 MATTHEW BENDER & CO. 967986102018 291024 2018 2 INV A 30.24 C-110717
INVOICE: 967986102018 FULL DESC: 2018 MS ADV LEGIS SERVICE 2018 MS ADV LEGIS S

ACCOUNT TOTAL 30.24
ORG 111 TOTAL 378.70

0010-400-120-00-610400- ARTS AND CULTURAL AFFAIRS
01361 SAM'S CLUB DIRECT OFFICE SUPPLIES
INVOICE: 102017 102017 290784 2018 1 INV A 36.51 C-110717
FULL DESC: SAM'S CLUB SAM'S CLUB

006685 DEX IMAGING 290310 2018 1 INV A 300.79 C-110717
INVOICE: AR2981979 FULL DESC: COPY MACHINE CONTRACT SENIOR SERVICES COPY MACHINE CONTRA

ACCOUNT TOTAL 337.30

0010-400-120-00-622100- PROFESSIONAL FEES
01361 SAM'S CLUB DIRECT 290784 2018 1 INV A 79.69 C-110717
INVOICE: 102017 FULL DESC: SAM'S CLUB SAM'S CLUB

004489 JOHNSON CINDY 290603 2018 1 INV A 405.00 C-110717
INVOICE: FULL DESC: AEROBICS INSTRUCTOR AEROBICS INSTRUCTOR

004545 FIRST CHOICE CATERIN 91 290776 2018 1 INV A 4,920.00 C-110717
INVOICE: 91 FULL DESC: OCT. LUNCHEON OCT. LUNCHEON

013302 MCMULLIN GLORIA 291351 2018 2 INV A 300.00 C-110717
INVOICE: FULL DESC: LINE DANCE LINE DANCE

013370 MARY J. CAIN 290301 2018 1 INV A 60.00 C-110717
INVOICE: FULL DESC: LINE DANCE CLASSES LINE DANCE CLASSES

013370 MARY J. CAIN 290576 2018 1 INV A 60.00 C-110717
INVOICE: FULL DESC: LINE DANCE CLASS LINE DANCE CLASS

013370 MARY J. CAIN 291144 2018 2 INV A 60.00 C-110717
INVOICE: FULL DESC: LINE DANCE CLASS LINE DANCE CLASS

Minutes, City of Southaven, Southaven, Mississippi



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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

INVOICE: FULL DESC: LINE DANCE CLASS

180.00

015915 WISEMAN CYNTHIA 221-17 291145 2018 2 INV A 270.00 C-110717 AEROBICS CLASS

016884 MCARTHUR MARGARET 509-17 290300 2018 1 INV A 210.00 C-110717 ART TEACHER
INVOICE: FULL DESC: ART TEACHER
016884 MCARTHUR MARGARET 511-17 290577 2018 1 INV A 105.00 C-110717 ART TEACHER
INVOICE: FULL DESC: ART TEACHER

315.00

017200 SMITH JOYCE W 1012-17 290302 2018 1 INV A 50.00 C-110717 YOGA
INVOICE: FULL DESC: YOGA
017200 SMITH JOYCE W 1018-17 290543 2018 1 INV A 25.00 C-110717 YOGA CLASS
INVOICE: FULL DESC: YOGA CLASS
017200 SMITH JOYCE W 1025-17 290774 2018 1 INV A 25.00 C-110717 YOGA CLASS
INVOICE: FULL DESC: YOGA CLASS

100.00

017272 PERKINS WENDY 1026-17 291143 2018 2 INV A 210.00 C-110717 AEROBICS CLASS
INVOICE: FULL DESC: AEROBICS CLASS

021019 CAIN LINDA A 294-17 290542 2018 1 INV A 60.00 C-110717 LINE DANCE CLASS
INVOICE: FULL DESC: LINE DANCE CLASS
021019 CAIN LINDA A 295-17 290775 2018 1 INV A 60.00 C-110717 LINE DANCE CLASS
INVOICE: FULL DESC: LINE DANCE CLASS

120.00

021618 SHINDIGZ 121 290544 2018 1 INV A 134.03 C-110717 OCTOBER WESTERN LUN
INVOICE: FULL DESC: OCTOBER WESTERN LUNCHEON 2017

7,033.72

0010-400-120-00-630404- HOMETOWN MISSISSIPPI LIVING
001161 SOUTHAVEN CHAMBER OF 290554 2018 1 INV A 3,150.00 C-110717 HOMETOWN RETIREMENT
INVOICE: 90654828 FULL DESC: HOMETOWN RETIREMENT AD

3,150.00

10,521.02

0010-100-125-00-621500- COURT DEPARTMENT COURT BOND REFUND
027435 HOPKINS ANDREW PHILL 101817 290557 2018 1 INV A 400.00 C-110717 CASH BOND REFUND
INVOICE: 101817 FULL DESC: CASH BOND REFUND

27446 STANLEY INCHET BOWMAN 101817 290557 2018 1 INV A 98.00 C-110717 CASH BOND REFUND

Minutes, City of Southaven, Southaven, Mississippi

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FY2018 CLAIMS DOCKET C-110717

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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

INVOICE: 10252017 FULL DESC: CASH BOND REFUND

ACCOUNT TOTAL 498.00

010-100-125-00-621501-
000955 STATE TREASURER 11012017 291278
INVOICE: 11012017 FULL DESC: MONTHLY STATE ASSESSMENTS COLLECTION

MONTHLY STATE ASSEM

000963 DEPT OF PUBLIC SAFETY 110117 291277
INVOICE: 110117 FULL DESC: MONTHLY IGNITION INTERLOCK ASSESSMENT COLLECTION
000963 DEPT OF PUBLIC SAFETY 11012017 291276
INVOICE: 11012017 FULL DESC: MONTHLY I.W.R.C.P ASSESSMENT COLLECTION

MONTHLY IGNITION IN
MONTHLY I.W.R.C.P A

010920 DALE K. THOMPSON 11022017 291280
INVOICE: 11022017 FULL DESC: J. TERRY REESOR-APPEAL

J. TERRY REESOR-APP

ACCOUNT TOTAL 91,935.54

010-100-125-00-621505-
000585 BETTER MARKETING KON 162432 290615
INVOICE: 162432 FULL DESC: COURT SUPPLIES
2018 1 INV A

FILE FOLDERS

000952 TYLER TECHNOLOGIES 25-204733 291095
INVOICE: FULL DESC: INCODE INTERFACE MAINTENANCE

INCODE INTERFACE MA

006685 DEX IMAGING AR2989355 291142
INVOICE: FULL DESC: NON-CONTRACT TONER

NON-CONTRACT TONER

007600 OFFICE DEPOT 968997905001 290435
INVOICE: 968997905001 FULL DESC: POSTING TUB LETTER
007600 OFFICE DEPOT 973430640001 290998
INVOICE: 973430640001 FULL DESC: ENVELOPE MOISTENTER
007600 OFFICE DEPOT 973430707001 290996
INVOICE: 973430707001 FULL DESC: FILE LABELS FRANKLIN COVEY

POSTING TUB LETTER
ENVELOPE MOISTENTER
FILE LABELS FRANKLI

237.21

014117 MADISON SIGNS 12361 291090
INVOICE: 12361 FULL DESC: BUSINESS CARDS

BUSINESS CARDS

016621 DELGADO DAVID F. 101717 290573
INVOICE: 101717 FULL DESC: REIMBURSEMENT/PERSONAL CELL-CITY BUSINESS/JUDLY-SEP

REIMBURSEMENT/PERSO

020229 DOVE PRINT SOLUTIONS SI-1627523 291106
INVOICE: FULL DESC: RECIPT PRINTER

RECIPT PRINTER

ACCOUNT TOTAL 2,411.91

001415 MUNICIPAL COURT CLER 103117 290345
INVOICE: 2018 1 INV A

DUES- THOMAS MASTIN

Minutes, City of Southaven, Southaven, Mississippi



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FY2018 CLAIMS DOCKET C-110717

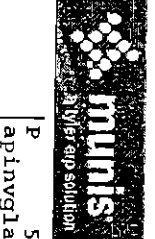
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YEAR/PERIOD: 2017/1	NO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
INVOICE: 103117		FULL DESC: DUES- THOMAS MASTIN					
002219 BROWN, MICHELLE A	10302017	291274	TRIAL TRANSCRIPT ON MARK GRIST	2018 2 INV A	60.00 C-110717		TRIAL TRANSCRIPT ON
INVOICE: 10302017		FULL DESC:					
002594 THOMAS MASTIN	102317	290628	REIMB./REG. FEES ONLINE CLASS-ED2GO/MMC CERT.	2018 1 INV A	95.00 C-110717		REIMB./REG. FEES ON
INVOICE: 102317		FULL DESC:					
013832 MOBLEY BYRON	102517	290703	SPECIAL PROSECUTOR/ OCTOBER 25, 2017	2018 1 INV A	300.00 C-110717		SPECIAL PROSECUTOR/
INVOICE: 102517		FULL DESC:					
016889 CENTER FOR GOVERN	101717	290434	REGISTRATION FEES/ THOMAS MASTIN	2018 1 INV A	165.00 C-110717		REGISTRATION FEES/
INVOICE: 101717		FULL DESC:					
021430 HOLLOWELL WAYNE	10272017	291086	SPECIAL PROSECUTOR - OCTOBER 27, 2017	2018 2 INV A	200.00 C-110717		SPECIAL PROSECUTOR
INVOICE: 10272017		FULL DESC:					
027436 HODUM CHARLES T.	101817	290572	SPECIAL PUBLIC DEFENDER/ OCT. 18, 2017	2018 1 INV A	200.00 C-110717		SPECIAL PUBLIC DEFE
INVOICE: 101817		FULL DESC:					
027443 DABAR MELISSA	102017	290702	SPECIAL PUBLIC DEFENDER/TALMADGE BAXER	2018 1 INV A	200.00 C-110717		SPECIAL PUBLIC DEFE
INVOICE: 102017		FULL DESC:					
		ACCOUNT TOTAL			1,340.00		
0010-100-125-00-626900-			TRAVEL & TRAINING				
006072 MS PROSECUTORS ASSOC	10302017	291275	2018 2 INV A		75.00 C-110717		MEMBERSHIP DUES/ WI
INVOICE: 10302017		FULL DESC:	MEMBERSHIP DUES/ WILLIAM SEALE				
		ACCOUNT TOTAL			75.00		
		ORG 125	TOTAL		96,260.45		
0010-100-145-00-610400-			DEPARTMENT OF FINANCE & ADMIN				
002227 JACKSON PAPER COMPAN	1028165	290285	OFFICE SUPPLIES	2018 1 INV A	198.75 C-110717		SUPPLIES
INVOICE: 1028165		FULL DESC:	SUPPLIES				
007600 OFFICE DEPOT	968997105001	290783	SUPPLIES	2018 1 INV A	5.84 C-110717		SUPPLIES
INVOICE: 968997105001		FULL DESC:					
		ACCOUNT TOTAL			204.59		
0010-100-145-00-626900-			TRAVEL & TRAINING				
012760 ICMA MEMBERSHIP	10172017	290329	2018 1 INV A		1,100.00 C-110717		CHRIS WILSON MEMBER
INVOICE: 10172017		FULL DESC:	CHRIS WILSON MEMBERSHIP RENEWAL FEE				
		ACCOUNT TOTAL			1,100.00		
		ORG 145	TOTAL		1,304.59		

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

000-100-150-00-610500- INFORMATION TECHNOLOGY
001361 SAM'S CLUB DIRECT COMPUTERS
INVOICE: 102017 FULL DESC: SAM'S CLUB 2018 1 INV A

005724 NOVAGIANT MEDIA LLC 20665 291252 210.00 C-110717
INVOICE: 20665 FULL DESC: DOMAIN RENEWALS 2018 2 INV A

007600 OFFICE DEPOT 2116858941 291246 39.63 C-110717
INVOICE: 2116858941 FULL DESC: SUPPLIES 2018 2 INV A

007600 OFFICE DEPOT 2117549639 291247 57.22 C-110717
INVOICE: 2117549639 FULL DESC: SWITCH 2018 2 INV A

007600 OFFICE DEPOT 2118996889 291249 229.99 C-110717
INVOICE: 2118996889 FULL DESC: SOFTWARE FOR PD LAPTOP 2018 2 INV A

007600 OFFICE DEPOT 2119361212 291248 19.99 C-110717
INVOICE: 2119361212 FULL DESC: SPEAKERS FOR PD-RANGE 2018 2 INV A

007600 OFFICE DEPOT 2121146470 291250 36.79 C-110717
INVOICE: 2121146470 FULL DESC: IT SUPPLIES 2018 2 INV A

007600 OFFICE DEPOT 971393750001 291251 62.98 C-110717
INVOICE: 971393750001 FULL DESC: SCREEN PROTECTORS 2018 2 INV A

023276 NEWEGG BUSINESS INC 1300674840 291253 446.60
INVOICE: 1300674840 FULL DESC: TRANSCIEVER 2018 2 INV A

024507 MONOPRICE INC 16677866 291254 92.43 C-110717
INVOICE: 16677866 FULL DESC: WALL MOUNTS 2018 2 INV A

024507 MONOPRICE INC 16677947 291255 394.09 C-110717
INVOICE: 16677947 FULL DESC: CABLES 2018 2 INV A

026785 BEST BUY 2917051 291238 486.52
INVOICE: 2917051 FULL DESC: IT SUPPLIES 2018 2 INV A

000-100-150-00-611300- ACCOUNT TOTAL 2,113.77
000650 G & W DIESEL SERVICE 336831 291242 300.00 C-110717
INVOICE: 336831 FULL DESC: MOTOR VEH REPAIRS/MAINT 2018 2 INV A

000887 JIMMY GRAY CHEVROLET 335305 291241 352.22 C-110717
INVOICE: 335305 FULL DESC: IT JEEP REPAIR 2018 2 INV A

000-100-150-00-614000- ACCOUNT TOTAL 652.22
006919 FUELMAN NP51609239 291244 69.94 C-110717
INVOICE: NP51646074 291243 FULL DESC: GASOLINE/OIL 2018 2 INV A

006919 FUELMAN NP51646074 291243 169.09 C-110717
INVOICE: NP51646074 291243 FULL DESC: ITEC FUEL 2018 2 INV A

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WARRANT	CHECK	DESCRIPTION
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499.12

PRE-EMPLOYMENT TEST

ACCOUNT TOTAL	1,061.62
ORG 150 TOTAL	4,145.36

OFFICE SUPPLIES

18.74

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ACCOUNT TOTAL

D10-100-155-00-610401-		OFFICE SUPPLY-INVENTORY	
000585 BETTER MARKETING KON	162379	2018 1 INV A	RENTER PULL PAPER T
INVOICE:	162379	FULL DESC: RENTER PULL PAPER TOWELS/BATHROOM	124.75 C-110717

SAM'S CLUB

SUPPLIES

SUPPLIES

Minutes, City of Southaven, Southaven, Mississippi

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-110717

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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

						63.28			
						809.48			
0010-100-155-00-625700-									
018342 GREAT AMERICA FINANC	21477766	290780	TELEPHONE & POSTAGE	2018 1 INV A		169.00	C-110717	OCT. POSTAGE METER	
INVOICE: 21477766									
						169.00			
0010-100-155-00-626100-									
01185 DESOTO TIMES-TRIBUNE	300112911	290762	ADVERTISING	2018 1 INV A		46.74	C-110717	NTB PUBLIC WORKS/CO	
INVOICE: 300112911									
						46.74			
0010-100-155-00-626900-									
01339 CREDIT CARD CENTER	10182017	290560	TRAVEL & TRAINING	2018 1 INV A		410.40	C-110717	BANCORSOUTH CREDIT	
INVOICE: 10182017									
						410.40			
0010-100-180-00-610400-									
00685 DEX IMAGING	AR2981970	291140	PLANNING / ENGINEERING DEPT	2018 2 INV A		1.46	C-110717	COPIER	
INVOICE:									
						1.46			
014117 MADISON SIGNS	12361	291090	OFFICE SUPPLIES	2018 2 INV A		158.00	C-110717	BUSINESS CARDS	
INVOICE: 12361									
						158.00			
0010-100-180-00-611300-									
000836 COUNTRY FORD INC	6043113	290607	ACCOUNT TOTAL	2018 1 INV A		47.45	C-110717	BLDG. DEPT VEHICLE	
INVOICE: 6043113									
						47.45			
0010-100-180-00-622100-									
025687 HOOPER LES	103117	291018	MOTOR VEH REPAIRS/MAINT	2018 2 INV A		100.00	C-110717	PLANNING COMMISSION	
INVOICE: 103117									
						100.00			
025687 HOOPER LES	110117	291001	PROFESSIONAL FEES	2018 2 INV A		100.00	C-110717	PLANNING COMMISSION	
INVOICE: 110117									
						100.00			
025688 VARNELL JUNE	103117	291022	ACCOUNT TOTAL	2018 2 INV A		200.00			
INVOICE: 103117									
						200.00			
025688 VARNELL JUNE	110117	291003	PLANNING COMMISSION (AT LARGE)	2018 2 INV A		100.00	C-110717	PLANNING COMMISSION	
INVOICE: 110117									
						100.00			

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YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
INVOICE: 110117			FULL DESC: PLANNING COMMISSION (WARD 1)		200.00		
025689 ENGLISH CINDY	103117	291025	2018 2 INV A		100.00	C-110717	PLANNING COMMISSION
INVOICE: 103117		FULL DESC: PLANNING COMMISSION (WARD 2)			100.00	C-110717	PLANNING COMMISSION
025689 ENGLISH CINDY	110117	291008	2018 2 INV A		200.00		
INVOICE: 110117		FULL DESC: PLANNING COMMISSION (WARD 2)					
025690 LEE ANDERS	103117	291021	2018 2 INV A		100.00	C-110717	PLANNING COMMISSION
INVOICE: 103117		FULL DESC: PLANNING COMMISSION (CHAIRMAN) (WARD 3)			100.00	C-110717	PLANNING COMMISSION
025690 LEE ANDERS	110117	290999	2018 2 INV A		200.00		
INVOICE: 110117		FULL DESC: PLANNING COMMISSION (CHAIRMAN) (WARD 3)					
025691 PEGRAM TOM	103117	291019	2018 2 INV A		100.00	C-110717	PLANNING COMMISSION
INVOICE: 103117		FULL DESC: PLANNING COMMISSION (WARD 4)			100.00	C-110717	PLANNING COMMISSION
025691 PEGRAM TOM	110117	291012	2018 2 INV A		200.00		
INVOICE: 110117		FULL DESC: PLANNING COMMISSION (WARD 4)					
025693 BREWER BILL	103117	291023	2018 2 INV A		100.00	C-110717	PLANNING COMMISSION
INVOICE: 103117		FULL DESC: PLANNING COMMISSION (WARD 6)			100.00	C-110717	PLANNING COMMISSION
025693 BREWER BILL	110117	291005	2018 2 INV A		200.00		
INVOICE: 110117		FULL DESC: PLANNING COMMISSION (WARD 6)					
025694 CAMP JOHN	103117	291026	2018 2 INV A		100.00	C-110717	PLANNING COMMISSION
INVOICE: 103117		FULL DESC: PLANNING COMMISSION (MAYOR)			100.00	C-110717	PLANNING COMMISSION
025694 CAMP JOHN	110117	291009	2018 2 INV A		200.00		
INVOICE: 110117		FULL DESC: PLANNING COMMISSION (MAYOR)					
027031 LEEKE KEVIN	103117	291027	2018 2 INV A		100.00	C-110717	PLANNING COMMISSION
INVOICE: 103117		FULL DESC: PLANNING COMMISSION			100.00	C-110717	PLANNING COMMISSION
027031 LEEKE KEVIN	110117	291016	2018 2 INV A		200.00		
INVOICE: 110117		FULL DESC: PLANNING COMMISSION					
ACCOUNT TOTAL					1,600.00		
TRAVEL & TRAINING					279.66	C-110717	BANCORSOUTH CREDIT
0010-100-180-00-626900-							
001339 CREDIT CARD CENTER							
INVOICE: 10182017							

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO

YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

ACCOUNT TOTAL 279.66
ORG 180 TOTAL 2,086.57

010-200-211-00-610100-
001361 SAM'S CLUB DIRECT
INVOICE: 102017

POLICE DEPARTMENT
CLEANING SUPPLIES
290784
FULL DESC: SAM'S CLUB
2018 1 INV A

123.24 C-110717

SAM'S CLUB

010-200-211-00-610400-

007600 OFFICE DEPOT
INVOICE: 970007812001
007600 OFFICE DEPOT
INVOICE: 971298510001

970007812001 290654
FULL DESC: PERSONNEL FOLDERS/BINDER CLIPS
2018 1 INV A
971298510001 290691
FULL DESC: CHAIR/LAMINATOR/CLIPS/ENVELOPES

OFFICE SUPPLIES
2018 1 INV A
PERSONNEL FOLDERS/BINDER CLIPS
2018 1 INV A
212.03 C-110717
955.14 C-110717

PERSONNEL FOLDERS/B
CHAIR/LAMINATOR/CLI

ACCOUNT TOTAL 1,167.17
ACCOUNT TOTAL 1,167.17

010-200-211-00-611000-
00258 GULF STATES DISTRIBUTU
INVOICE: 1281423-IN

290673
FULL DESC: MATERIALS
18000008 2018 1 INV A
AMMO STATE CONTRACT

7,180.00 C-110717

AMMO STATE CONTRACT

00544 PRECISION DELTA CORP
INVOICE: 10205

290675
FULL DESC: AMMO STATE CONTRACT
18000009 2018 1 INV A

7,358.00 C-110717

AMMO STATE CONTRACT

001102 SOUTHAVEN SUPPLY
INVOICE: 299081
001102 SOUTHAVEN SUPPLY
INVOICE: 300292

299081
FULL DESC: DRYWALL SCREWS
290681
FULL DESC: SPRAY PAINT
2018 1 INV A
2018 1 INV A

5.39 C-110717
9.58 C-110717

DRYWALL SCREWS
SPRAY PAINT

005044 LOWE'S HOME CENTERS,
INVOICE: 102517

291273
FULL DESC: LOWE'S CREDIT
2018 2 INV A

734.93 C-110717

LOWE'S CREDIT

020462 AMTEC LESS LETHAL SY
INVOICE: 36626

290674
FULL DESC: LESS LETHAL FOR SWAT
18000007 2018 1 INV A

2,757.25 C-110717

LESS LETHAL FOR SWA

ACCOUNT TOTAL 18,045.15

010-200-211-00-611300-
00611 SIGNS & STUFF
INVOICE: 95294

290671
FULL DESC: MAINTENANCE VEHICLES
3110- NEW STRIPS
2018 1 INV A

120.00 C-110717

3110- NEW STRIPS

00650 G & W DIESEL SERVICE
INVOICE: 336645

290648
FULL DESC: 2018 1 INV A
3092- LIGHT BAR PANELS

150.00 C-110717

3092- LIGHT BAR PAN

00836 COUNTRY FORD INC
INVOICE: 6042601

290656
FULL DESC: 2018 1 INV A
3131- BATTERY

115.00 C-110717

3131- BATTERY

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CITY OF SOUTHAVEN
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ACCOUNT/VENDOR	YEAR/PERIOD: 2017/1 TO 2018/2	DOCUMENT	VOUCHER	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
000887 JIMMY GRAY CHEVROLET	335110		290661		2018	1	INV A	452.74	C-110717	3122- REPLACE DOOR
INVOICE: 335110		FULL DESC:	3122-	REPLACE DOOR PANEL.						
000979 SOUTHAVEN CAR CARE	25635		290652		2018	1	INV A	305.34	C-110717	3104- HEATER HOSE/
INVOICE: 25635		FULL DESC:	3104-	HEATER HOSE/ ANTI-FREEZER						
001114 UNION AUTO PARTS	1030488		290635		2018	1	INV A	117.12	C-110717	3090- BATTERY
INVOICE: 1030488		FULL DESC:	3090-	BATTERY						
001114 UNION AUTO PARTS	1030933		290634		2018	1	INV A	305.34	C-110717	3126- PADS/ROTORS
INVOICE: 1030933		FULL DESC:	3126-	PADS/ROTORS						
001114 UNION AUTO PARTS	1035975		290632		2018	1	INV A	345.56	C-110717	3060- PAD/ ROTOR SE
INVOICE: 1035975		FULL DESC:	3060-	PAD/ ROTOR SET						
001114 UNION AUTO PARTS	1036019		290633		2018	1	INV A	238.78	C-110717	3110- STRUT/ PAD SE
INVOICE: 1036019		FULL DESC:	3110-	STRUT/ PAD SET						
001114 UNION AUTO PARTS	1037522		290631		2018	1	INV A	37.30	C-110717	STOCK-WIPER BLADES
INVOICE: 1037522		FULL DESC:	STOCK-	WIPER BLADES						
								1,044.10		
001962 IDEAL TIRE SALES	480184		290639		2018	1	INV A	20.00	C-110717	3092- BRAKE/ SUSPEN
INVOICE: 480184		FULL DESC:	3092-	BRAKE/ SUSPENSION CK						
001962 IDEAL TIRE SALES	480194		290638		2018	1	INV A	20.00	C-110717	4190- FLAT REPAIR
INVOICE: 480194		FULL DESC:	4190-	FLAT REPAIR						
001962 IDEAL TIRE SALES	480201		290637		2018	1	INV A	194.95	C-110717	3141- BRAKE JOB/ROT
INVOICE: 480201		FULL DESC:	3141-	BRAKE JOB/ROTORS/MT/BAL.						
								234.95		
007304 O'REILLYS AUTO PARTS	1257-333414		290680		2018	1	INV A	17.99	C-110717	3132- BULB
INVOICE:		FULL DESC:	3132-	BULB						
022896 VALVOLINE LLC	101703050065		290630		2018	1	INV A	40.36	C-110717	3109- O/C
INVOICE: 101703050065		FULL DESC:	3109-	O/C						
022896 VALVOLINE LLC	101944050065		290666		2018	1	INV A	40.78	C-110717	3074- O/C
INVOICE: 101944050065		FULL DESC:	3074-	O/C						
022896 VALVOLINE LLC	101946050065		290665		2018	1	INV A	44.19	C-110717	4194- O/C
INVOICE: 101946050065		FULL DESC:	4194-	O/C						
022896 VALVOLINE LLC	101948050065		290664		2018	1	INV A	45.02	C-110717	3135- O/C
INVOICE: 101948050065		FULL DESC:	3135-	O/C						
022896 VALVOLINE LLC	10195050065		290683		2018	1	INV A	79.88	C-110717	3132- O/C
INVOICE: 10195050065		FULL DESC:	3132-	O/C						
022896 VALVOLINE LLC	101984050065		290672		2018	1	INV A	40.78	C-110717	3133- O/C
INVOICE: 101984050065		FULL DESC:	3133-	O/C						
022896 VALVOLINE LLC	102016050065		290670		2018	1	INV A	63.73	C-110717	3118- O/C
INVOICE: 102016050065		FULL DESC:	3118-	O/C						
022896 VALVOLINE LLC	102018050065		290669		2018	1	INV A	44.19	C-110717	3144- O/C
INVOICE: 102018050065		FULL DESC:	3144-	O/C						
022896 VALVOLINE LLC	102045050065		290685		2018	1	INV A	40.78	C-110717	3030- O/C
INVOICE: 102045050065		FULL DESC:	3030-	O/C						
022896 VALVOLINE LLC	102048050065		290686		2018	1	INV A	44.19	C-110717	3123- O/C
INVOICE: 102048050065		FULL DESC:	3123-	O/C						

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YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
021916 MIDSOUTH SOLUTIONS	112136	290659	2018 1 INV A		499.24	C-110717	HORTON, CLINT/ 2018
INVOICE: 112136		FULL DESC:	2018 1 INV A				
021916 MIDSOUTH SOLUTIONS	112157	290657	2018 1 INV A		492.69	C-110717	BRAND MARRELL/ 2018
INVOICE: 112157		FULL DESC:	BRAND MARRELL/ 2018 ALLOT.				
					1,500.07		
023906 BANKS WAYLON	OCT2017	290692	2018 1 INV A		600.00	C-110717	'18 ALLOT/ REIMB. F
INVOICE:		FULL DESC:	'18 ALLOT/ REIMB. FOR CLOTHING				
024637 PECOR BRIAN	110117	291192	2018 2 INV A		224.52	C-110717	2018 ALLOT. REIMB.
INVOICE: 110117		FULL DESC:	2018 ALLOT. REIMB. FOR CLOTHING				
025897 JOINER CHASE	2017-11-1	291196	2018 2 INV A		600.00	C-110717	2018 ALLOT. REIMB.
INVOICE:		FULL DESC:	2018 ALLOT. REIMB. CLOTHING				
027451 MAZE SAM	2017-11-1	291195	2018 2 INV A		200.00	C-110717	2018 ALLOT. REIMB.
INVOICE:		FULL DESC:	2018 ALLOT. REIMB. CLOTHING				
					4,307.77		
		ACCOUNT TOTAL					
0010-200-211-00-614000-							
006919 FUELMAN	NP51573299	290653	FUEL & OIL				
INVOICE:		FULL DESC:	2018 1 INV A		5,228.44	C-110717	FUEL FOR SPD
006919 FUELMAN	NP51608818	290646	FUEL FOR SPD		4,985.77	C-110717	FUEL FOR SPD
INVOICE:		FULL DESC:	FUEL FOR SPD				
					10,214.21		
		ACCOUNT TOTAL					
					10,214.21		
0010-200-211-00-615500-							
000964 DESOTO COUNTY SHERIF	101817	290558	JAIL FEES				
INVOICE: 101817		FULL DESC:	2018 1 INV A		17,360.00	C-110717	INMATE HOUSING MONT
000964 DESOTO COUNTY SHERIF	10182017	290559	INMATE HOUSING MONTH OF SEPTEMBER 2017		15.00	C-110717	INMATE MEDICAL & PH
INVOICE: 10182017		FULL DESC:	2018 1 INV A				
			INMATE MEDICAL & PHARM. MONTH OF SEPT. 2017				
					17,375.00		
		ACCOUNT TOTAL					
					17,375.00		
0010-200-211-00-622100-							
000424 A 2 Z ADVERTISING	45754	290677	PROFESSIONAL SERVICES				
INVOICE: 45754		FULL DESC:	2018 1 INV A		1,364.80	C-110717	PATCHES/ ROUND SPD
000611 SIGNS & STUFF	95283	290684	PATCHES/ ROUND SPD LOGO				
INVOICE: 95283		FULL DESC:	2018 1 INV A		245.00	C-110717	AFTER HOURS SIGNS
000615 PAYNES LOCKSMITH SER	8213	290636	AFTER HOURS SIGNS				
INVOICE: 8213		FULL DESC:	2018 1 INV A		132.26	C-110717	LOCKSET/ LADIES RESTROOM

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ACCOUNT/VENDOR						WARRANT	
						CHECK	
						DESCRIPTION	
0010-200-211-00-625700-		TELEPHONE & POSTAGE					
001338 PURCHASE POWER		2018 1 INV A		32.08		C-110717	
INVOICE: 800090101317		FULL DESC: POSTAGE MACHINE/ACCT 8000-9000-0746-4021				POSTAGE MACHINE/ACC	
0010-200-211-00-626102-		ACCOUNT TOTAL		32.08			
000424 A 2 Z ADVERTISING		PUBLIC RELATIONS					
INVOICE: 45771		2018 1 INV A		910.00		C-110717	
000424 A 2 Z ADVERTISING		VIP JACKETS				VIP JACKETS	
INVOICE: 45802		2018 1 INV A		533.05		C-110717	
		FULL DESC: SLING BAGS/ P.R.				SLING BAGS/ P.R.	
001102 SOUTHAVEN SUPPLY		2018 1 INV A		1,443.05			
INVOICE: 298980		FULL DESC: HAUNTED HOUE DUCT TAPE/GLOW		9.18		C-110717	
001102 SOUTHAVEN SUPPLY		2018 1 INV A		9.78		C-110717	
INVOICE: 300055		FULL DESC: HAUNTED HOUSE/ CABLE TIES				HAUNTED HOUSE/ CABL	
001104 SHERWIN WILLIAMS SOU 2363-1		2018 1 INV A		18.96			
INVOICE: 290643		FULL DESC: SANTA FLOAT- PAINTS		161.24		C-110717	
001104 SHERWIN WILLIAMS SOU 2412-6		2018 1 INV A		23.94		C-110717	
INVOICE: 290641		FULL DESC: SANTA FLOAT/ SPRAY PAINT				SANTA FLOAT/ SPRAY	
001361 SAM'S CLUB DIRECT		2018 1 INV A		185.18			
INVOICE: 102017		FULL DESC: SAM'S CLUB		663.54		C-110717	
005044 LOWE'S HOME CENTERS, 102517		2018 2 INV A		31.46		C-110717	
INVOICE: 102517		FULL DESC: LOWE'S CREDIT				LOWE'S CREDIT	
0010-200-211-00-626900-		ACCOUNT TOTAL		2,342.19			
001339 CREDIT CARD CENTER		TRAVEL & TRAINING					
INVOICE: 10182017		2018 1 INV A		1,272.00		C-110717	
		FULL DESC: BANCORSOUTH CREDIT				BANCORSOUTH CREDIT	
001370 VICKERS, BRENT A		2018 2 INV A		306.00		C-110717	
INVOICE: 102017		FULL DESC: AMERICAN CRIME PREVENTION INST. TRAINING/LOUISVILLE				AMERICAN CRIME PREV	
001391 DPS LAW ENFORCEMENT		2018 1 INV A		3,650.00		C-110717	
INVOICE: 90064370		FULL DESC: CLARKE-ACAD. TUITION				CLARKE-ACAD. TUITIO	
003863 PERKINS WAYNE		2018 2 INV A		306.00		C-110717	
INVOICE: 102017		FULL DESC: AMERICAN CRIME PREVENTION INST. / LOUISVILLE				AMERICAN CRIME PREV	
ACCOUNT TOTAL				5,534.00			

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YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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0010-200-211-00-630400- 02553 AXON ENTERPRISE INC INVOICE:	SI1504962	290693	15' TASER CARTRIDGES	MACHINERY & EQUIPMENT 2018 1 INV A	3,592.00	C-110717	15' TASER CARTRIDGE
ACCOUNT TOTAL					3,592.00		

ORG 211 TOTAL 68,429.03

0010-200-290-00-610400- 02227 JACKSON PAPER COMPAN INVOICE: 1028165		290285	SUPPLIES	FIRE DEPARTMENT OFFICE SUPPLIES 2018 1 INV A	39.75	C-110717	SUPPLIES
ACCOUNT TOTAL					39.75		

0010-200-290-00-611000- 00611 SIGNS & STUFF INVOICE: 95304		290539	2 MAGNET SET SHIELDS FOR CHIEFS CAR	MATERIALS 2018 1 INV A	210.00	C-110717	2 MAGNET SET SHIELD
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001102 SOUTHAVEN SUPPLY INVOICE: 300130		290697	MATERIALS/ALL STATIONS	2018 1 INV A	47.94	C-110717	MATERIALS/ALL STATI
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005044 LOWE'S HOME CENTERS, INVOICE: 102517		291273	LOWE'S CREDIT	2018 2 INV A	451.98	C-110717	LOWE'S CREDIT
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015230 MY-LOR, INC. INVOICE: 28169		290700	NEW EMPLOYEE ID TAG	2018 1 INV A	9.50	C-110717	NEW EMPLOYEE ID TAG
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ACCOUNT TOTAL 719.42

0010-200-290-00-611300- 000836 COUNTRY FORD INC INVOICE: 6042917		290538	REPAIRS TO 294 VEHICLE	MAINTENANCE VEHICLES 2018 1 INV A	522.49	C-110717	REPAIRS TO 294 VEHI
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000883 AMERICAN TIRE REPAIR INVOICE: 132399		290326	NEW TIRES TRUCK 297	2018 1 INV A	516.00	C-110717	NEW TIRES TRUCK 297
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001150 NAPA GENUINE PARTS C INVOICE:	3465-712991	290436	HALOGEN LAMP	2018 1 INV A	10.49	C-110717	HALOGEN LAMP
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005938 T & B TRUCK REPAIR INVOICE: 12928		290318	WELD UP DOOR TRUCK 1	2018 1 INV A	260.00	C-110717	WELD UP DOOR TRUCK
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007304 O'REILLYS AUTO PARTS INVOICE:	1257-331897	290307	ANTIFREEZE 3 GALLONS	2018 1 INV A	38.97	C-110717	ANTIFREEZE 3 GALLON
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020832 EMERGENCY EQUIPMENT INVOICE: 430443		291105	ANNUAL P/M & REPAIRS TO TRUCK 1	2018 2 INV A	4,525.21	C-110717	ANNUAL P/M & REPAIR
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ACCOUNT TOTAL 5,873.16

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YEAR/PERIOD:	2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000469	TRI-STAR COMPANIES, TC9563	290698	2018 1 INV A	501.80	C-110717	REPAIR/REPLACE DUCT		
INVOICE:		FULL DESC:	REPAIR/REPLACE DUCT INSULATION / STATION 2					
000615	PAYNES LOCKSMITH SER 8216	290626	2018 1 INV A	130.00	C-110717	EMERGENCY SERVICE/		
INVOICE:	8216	FULL DESC:	EMERGENCY SERVICE/ EMT STORAGE LOCK					
000615	PAYNES LOCKSMITH SER 8217	290625	2018 1 INV A	1,213.56	C-110717	NEW ALARM LOCK DL 2		
INVOICE:	8217	FULL DESC:	NEW ALARM LOCK DL 2800 3RD FLOOR EMT					
000650	G & W DIESEL SERVICE 129961	290563	2018 1 INV A	1,343.56				
INVOICE:	129961	FULL DESC:	AIR SAMPLE/ STATIONS 1 & 3	290.00	C-110717	AIR SAMPLE/ STATION		
000650	G & W DIESEL SERVICE 130192	291161	2018 2 INV A	156.83	C-110717	SCBA REPAIR		
INVOICE:	130192	FULL DESC:	SCBA REPAIR					
001102	SOUTHAVEN SUPPLY 298773	290319	2018 1 INV A	446.83				
INVOICE:	298773	FULL DESC:	SUPPLIES/MATERIALS/ STATION 1	7.35	C-110717	SUPPLIES/MATERIALS/		
005044	LOWE'S HOME CENTERS, 102517	291273	2018 2 INV A	298.63	C-110717	LOWE'S CREDIT		
INVOICE:	102517	FULL DESC:	LOWE'S CREDIT					
007304	O'REILLYS AUTO PARTS 1791-426349	290565	2018 1 INV A	374.50	C-110717	OIL DRY / STATION 3		
INVOICE:		FULL DESC:	OIL DRY / STATION 3					
026087	MUNICIPAL EMERGENCY IN1167429	290306	2018 1 INV A	532.61	C-110717	HURST EXL/ ENGINE 2		
INVOICE:		FULL DESC:	HURST EXL/ ENGINE 2/ EDRAULIC BATTERY					
0010-200-290-00-612500-		ACCOUNT TOTAL		3,505.28				
000387	SHAPIRO UNIFORMS 47061	290322	2018 1 INV A	500.00	C-110717	UNIFORMS / SHEFFIELD		
INVOICE:	47061	FULL DESC:	UNIFORMS / SHEFFIELD					
0010-200-290-00-614000-		ACCOUNT TOTAL		500.00				
000339	SAYLE OIL CO INC 397101	290619	2018 1 INV A	1,557.43	C-110717	FUEL FOR STATION 1		
INVOICE:	397101	FULL DESC:	FUEL FOR STATION 1					
000339	SAYLE OIL CO INC 397102	290617	2018 1 INV A	1,092.44	C-110717	FUEL FOR STATION 2		
INVOICE:	397102	FULL DESC:	FUEL FOR STATION 2					
000339	SAYLE OIL CO INC 397103	290623	2018 1 INV A	1,788.90	C-110717	FUEL FOR STATION 3		
INVOICE:	397103	FULL DESC:	FUEL FOR STATION 3					
006919	FUELMAN NP515733320	290321	2018 1 INV A	4,438.77				
INVOICE:		FULL DESC:	FUEL	200.31	C-110717	FUEL		
006919	FUELMAN NP51608639	290616	2018 1 INV A	286.23	C-110717	FUEL		
INVOICE:		FULL DESC:	FUEL					

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YEAR/PERIOD: 2017/1 TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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0010-200-290-00-622100-	61786	291174	PROFESSIONAL SERVICES			
023066 MEDSAFE WASTE LLC		2018 2 INV A		486.54		
INVOICE: 61786		FULL DESC: MEDWASTE STATION 4				MEDWASTE STATION 4
023066 MEDSAFE WASTE LLC	61787	291173	MEDWASTE STATION 2			MEDWASTE STATION 2
INVOICE: 61787		FULL DESC: MEDWASTE STATION 2				MEDWASTE STATION 1
023066 MEDSAFE WASTE LLC	61788	291176	MEDWASTE STATION 1			
INVOICE: 61788		FULL DESC: MEDWASTE STATION 1				
023066 MEDSAFE WASTE LLC	61789	291175	MEDWASTE STATION 3	110.00 C-110717		MEDWASTE STATION 3
INVOICE: 61789		FULL DESC: MEDWASTE STATION 3				
ACCOUNT TOTAL				440.00		

0010-200-290-00-626500-	290304	PRINTING				
006685 DEX IMAGING		2018 1 INV A		7.30 C-110717		COPIES FOR 3
INVOICE: AR2981971		FULL DESC: COPIES FOR 3				COPIES FOR ADMIN
006685 DEX IMAGING	AR2981972	290305	COPIES FOR ADMIN	158.58 C-110717		
INVOICE:		FULL DESC: COPIES FOR ADMIN				
ACCOUNT TOTAL				165.88		

0010-200-290-00-626900-	290570	TRAVEL & TRAINING				
000958 MS STATE FIRE ACADEM		2018 1 INV A		380.00 C-110717		FIRE SERVICE INSTRU
INVOICE: 25805		FULL DESC: FIRE SERVICE INSTRUCTOR/ BEAU DAVIS				
001339 CREDIT CARD CENTER	10182017	290560	BANCORSOUTH CREDIT	2,028.55 C-110717		BANCORSOUTH CREDIT
INVOICE: 10182017		FULL DESC: BANCORSOUTH CREDIT				SHIPPING BY FBRIGHT
027021 AIR CARE INC	9201-CORRECT	290618	SHIPPING BY FBRIGHT	270.00 C-110717		
INVOICE:		FULL DESC: SHIPPING BY FBRIGHT				
027450 BASKETT GARRETT	102617	291149	FIRST CLASS/1 WEEK/FIREFIGHTER INTERVENTION RESCUE	145.00 C-110717		FIRST CLASS/1 WEEK/
INVOICE: 102617		FULL DESC: FIRST CLASS/1 WEEK/FIREFIGHTER INTERVENTION RESCUE				
ACCOUNT TOTAL				2,823.55		

0010-200-290-00-630400-	291163	MACHINERY & EQUIPMENT				
020832 EMERGENCY EQUIPMENT		2018 2 INV A		625.00 C-110717		20) STREAMLIGHT BAT
INVOICE: 333603		FULL DESC: 20) STREAMLIGHT BATTERY PACKS				EQUIPMENT/ ES
020832 EMERGENCY EQUIPMENT	430319	290624	EQUIPMENT/ ES	563.00 C-110717		
INVOICE: 430319		FULL DESC: EQUIPMENT/ ES				DUO SAFETY 16 FT RO
020832 EMERGENCY EQUIPMENT	430438	291113	DUO SAFETY 16 FT ROPE LADDER	464.75 C-110717		
INVOICE: 430438		FULL DESC: DUO SAFETY 16 FT ROPE LADDER				

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCT

DOCUMENT

VOUCHER PO

YEAR/PR TYP S

WARRANT

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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

010-200-297-00-620901-

018267 BLUE CROSS
INVOICE:

1044-SHF

290315

BILLING SERVICES
2018 1 INV A

73.01 C-110717

EMS BILLING REFUND

020964 CIGNA
INVOICE:

2330-SHF

290314

2018 1 INV A

463.06 C-110717

EMS BILLING REFUND

022390 FARMERS INS
INVOICE:

0802-SHF

290313

2018 1 INV A

508.55 C-110717

EMS BILLING REFUND

025987 TRICARE FOR LIFE
INVOICE:

0005-SHF

290316

2018 1 INV A

65.19 C-110717

EMS BILLING REFUND

027430 MERITAIN HEALTH
INVOICE:

2248-SHF

290325

2018 1 INV A

326.20 C-110717

EMS BILLING REFUND

010-200-297-00-626900-

001339 CREDIT CARD CENTER
INVOICE: 10182017

10182017

290560

TRAVEL & TRAINING
2018 1 INV A

237.24 C-110717

BANCORSOUTH CREDIT

005317 WALLACE LANCE W
INVOICE: 10242017

10242017

290701

2018 1 INV A

205.00 C-110717

PER DIEM/INCIDENT C

027437 ERICSON DENIS
INVOICE: 100617

100617

290574

2018 1 INV A

427.00 C-110717

NREMT PARAMEDIC/STA

010-200-297-00-630400-

016050 HENRY SCHEIN INC
INVOICE: 46253981

46253981

290568

MACHINERY AND EQUIPMENT
2018 1 INV A

507.71 C-110717

G3 MEDICINE CELL

016050 HENRY SCHEIN INC
INVOICE: 46255326

46255326

290696

2018 1 INV A

1,885.31 C-110717

MEDICAL SUPPLIES

ACCOUNT TOTAL

869.24

MACHINERY AND EQUIPMENT

507.71 C-110717

G3 MEDICINE CELL

MEDICAL SUPPLIES

1,885.31 C-110717

MEDICAL SUPPLIES

ACCOUNT TOTAL

2,393.02

ACCOUNT TOTAL

2,393.02

ORG 297 TOTAL

25,417.99

PUBLIC WORKS DEPARTMENT

OFFICE SUPPLIES

0010-300-311-00-610400-

000796 MIDA MAPS
INVOICE: 694074

694074

290827

2018 1 INV A

335.00 C-110717

CITY MAPS

007600 OFFICE DEPOT
INVOICE: 2117549646

2117549646

291020

2018 2 INV A

67.93 C-110717

OFFICE SUPPLIES

007600 OFFICE DEPOT
INVOICE: 970475616001

970475616001

291020

2018 2 INV A

67.93 C-110717

OFFICE SUPPLIES

FULL DESC: IPHONE CASE - ROBERT BOOTH

IPHONE CASE - ROBERT BOOTH

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DESCRIPTION

		ACCOUNT TOTAL	
0010-300-311-00-611000-		141.72	
000650 G & W DIESEL SERVICE	291128	476.72	
INVOICE: 336750	FULL DESC: MATERIAL FOR EQUIP.	4,957.44	C-110717
000709 WILLIAMS EQUIPMENT & W-3361633	290802	416.73	C-110717
INVOICE:	FULL DESC: MATERIAL FOR EQUIP.		
000759 LEHMAN ROBERTS CO	291085	512.51	C-110717
INVOICE: 49558	FULL DESC: MATERIAL		
000759 LEHMAN ROBERTS CO	291083	157.85	C-110717
INVOICE: 49640	FULL DESC: MAT.		
000759 LEHMAN ROBERTS CO	291084	255.74	C-110717
INVOICE: 49663	FULL DESC: MAT.		
000759 LEHMAN ROBERTS CO	291082	249.08	C-110717
INVOICE: 49677	FULL DESC: MAT.		
000759 LEHMAN ROBERTS CO	291080	505.33	C-110717
INVOICE: 49708	FULL DESC: MAT.		
000759 LEHMAN ROBERTS CO	291081	258.81	C-110717
INVOICE: 49749	FULL DESC: MAT.		
000759 LEHMAN ROBERTS CO	291079	416.15	C-110717
INVOICE: 49787	FULL DESC: MAT.		
000759 LEHMAN ROBERTS CO	291067	209.10	C-110717
INVOICE: 49848	FULL DESC: MATERIALS		
000759 LEHMAN ROBERTS CO	291065	510.45	C-110717
INVOICE: 49876	FULL DESC: MATERIAL		
000759 LEHMAN ROBERTS CO	291066	257.28	C-110717
INVOICE: 49908	FULL DESC: MATERIAL		
000759 LEHMAN ROBERTS CO	291132	257.28	C-110717
INVOICE: 49945	FULL DESC: MATERIAL		
000759 LEHMAN ROBERTS CO	291134	459.72	C-110717
INVOICE: 49965	FULL DESC: MATERIAL		
		4,049.30	
001102 SOUTHAVEN SUPPLY	290806	518.48	C-110717
INVOICE: 298642	FULL DESC: MATERIALS		
001130 G & C SUPPLY CO	291078	357.50	C-110717
INVOICE: 6673538	FULL DESC: STREET SIGNS		
05044 LOWE'S HOME CENTERS, 102517	291273	75.96	C-110717
INVOICE: 102517	FULL DESC: LOWE'S CREDIT		
013793 HERNANDO REDI MIX	291011	180.00	C-110717
INVOICE:	FULL DESC: MATERIALS		
013793 HERNANDO REDI MIX	291130	183.75	C-110717
INVOICE:	FULL DESC: MATERIALS		

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YEAR/PERIOD:	2017/1	TO	2018/2	DOCUMENT	VOUCHER	PO	YEAR/PR	TYPE	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR												
0010-300-311-00-611300-							ACCOUNT TOTAL			363.75		
000863 AMERICAN TIRE REPAIR	133167		291125				2018 2 INV A			10,739.16		
INVOICE:	133167		FULL DESC:				MAT. FOR SHOP			40.00 C-110717		MAT. FOR SHOP
001150 NAPA GENUINE PARTS C	3465-713470		291071				2018 2 INV A			38.48 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
006590 FASTENAL	TNME261064		291077				2018 2 INV A			175.04 C-110717		MAT. FOR SHOP
INVOICE:			FULL DESC:				MAT. FOR SHOP					
007304 O'REILLYS AUTO PARTS	1231-345745		291072				2018 2 INV A			49.99 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-331032		290815				2018 1 INV A			52.89 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-331759		290822				2018 1 INV A			75.61 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-331791		290823				2018 1 INV A			94.95 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-332292		290816				2018 1 INV A			12.15 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-332366		290819				2018 1 INV A			30.07 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-332369		290821				2018 1 INV A			204.18 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-332371		290820				2018 1 INV A			32.99 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-332993		290817				2018 1 CRM A			-156.37 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-332994		290818				2018 1 INV A			181.36 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-333139		290814				2018 1 INV A			9.99 C-110717		MATERIALS FOR SHOP
INVOICE:			FULL DESC:				MATERIALS FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-333347		290984				2018 2 INV A			38.67 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-334051		291271				2018 2 INV A			4,410.00 C-110717		MATERIAL FOR SHOP
INVOICE:			FULL DESC:				MATERIAL FOR SHOP					
019912 GOODYEAR TIRE	45029585		291222				2018 2 INV A			5,036.48		
INVOICE:	45029585		FULL DESC:				MAT. FOR SHOP			693.48 C-110717		MAT. FOR SHOP
020348 STRANGE ROBERT G	10241748938		290995				2018 2 INV A			357.00 C-110717		DIAGNOSTIC EQUIP. F
INVOICE:	10241748938		FULL DESC:				DIAGNOSTIC EQUIP. FOR SHOP					
ACCOUNT TOTAL										6,340.48		

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FY2018 CLAIMS DOCKET C-110717

YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

10-300-311-00-612200- MAINTENANCE EQUIPMENT & BUILD
011059 MTankCo SUPPLY, LLC 1011981 290824 LP MAT.
INVOICE: 1011981 FULL DESC: 2018 1 INV A 157.51 C-110717 LP MAT.

ACCOUNT TOTAL 157.51

10-300-311-00-612500- UNIFORMS
000309 COWBOY CORNER INC 93056 291062 UNIFORMS - ROBERT BOOTH 125.00 C-110717 UNIFORMS - ROBERT B
INVOICE: 93056 FULL DESC: 2018 2 INV A 110.46 C-110717 UNIFORMS - KEDRIN W
000309 COWBOY CORNER INC 93057 291036 UNIFORMS - KEDRIN WILLIAMS 106.21 C-110717 UNIFORMS - JESSIE L
INVOICE: 93057 FULL DESC: 2018 2 INV A 110.46 C-110717 UNIFORMS - RICHARD
000309 COWBOY CORNER INC 93058 291038 UNIFORMS - JESSIE LANGABER 110.46 C-110717 UNIFORMS - RICHARD
INVOICE: 93058 FULL DESC: 2018 2 INV A 110.46 C-110717 UNIFORMS - THADDEUS
000309 COWBOY CORNER INC 93059 291037 UNIFORMS - RICHARD LEATHERS 90.91 C-110717 UNIFORMS - REGINALD
INVOICE: 93059 FULL DESC: 2018 2 INV A 84.96 C-110717 UNIFORMS - ELTON MO
000309 COWBOY CORNER INC 93060 291057 UNIFORMS - THADDEUS HAWKIN 125.00 C-110717 UNIFORMS - CARLOS B
INVOICE: 93060 FULL DESC: 2018 2 INV A 125.00 C-110717 UNIFORMS - CHRIS AU
000309 COWBOY CORNER INC 93062 291056 UNIFORMS - REGINALD COLEMAN 125.00 C-110717 UNIFORMS - CHUCK KE
INVOICE: 93062 FULL DESC: 2018 2 INV A 125.00 C-110717 UNIFORMS - WILLIE M
000309 COWBOY CORNER INC 93064 291035 UNIFORMS - ELTON MOORE 125.00 C-110717 UNIFORMS - PATRICK
INVOICE: 93064 FULL DESC: 2018 2 INV A 125.00 C-110717 UNIFORMS - CARLOS B
000309 COWBOY CORNER INC 93065 291061 UNIFORMS - CARLOS BROWN 125.00 C-110717 UNIFORMS - CHUCK KE
INVOICE: 93065 FULL DESC: 2018 2 INV A 125.00 C-110717 UNIFORMS - WILLIE M
000309 COWBOY CORNER INC 93066 291064 UNIFORMS - CHRIS AUSTIN 125.00 C-110717 UNIFORMS - PATRICK
INVOICE: 93066 FULL DESC: 2018 2 INV A 125.00 C-110717 UNIFORMS - CARLOS B
000309 COWBOY CORNER INC 93067 291058 UNIFORMS - CHUCK KELL 125.00 C-110717 UNIFORMS - CARLOS B
INVOICE: 93067 FULL DESC: 2018 2 INV A 125.00 C-110717 UNIFORMS - CHUCK KE
000309 COWBOY CORNER INC 93068 291063 UNIFORMS - WILLIE MCCOY 125.00 C-110717 UNIFORMS - CARLOS B
INVOICE: 93068 FULL DESC: 2018 2 INV A 125.00 C-110717 UNIFORMS - PATRICK
000309 COWBOY CORNER INC 93069 291074 UNIFORMS - PATRICK WILLIAMS 125.00 C-110717 UNIFORMS - CARLOS B
INVOICE: 93069 FULL DESC: 2018 2 INV A 125.00 C-110717 UNIFORMS - CHUCK KE

1,363.46

000983 PARAMOUNT UNIFORMS R 479294 290811 UNIFORMS 128.49 C-110717 UNIFORMS
INVOICE: 479294 FULL DESC: 2018 1 INV A 140.74 C-110717 UNIFORMS
000983 PARAMOUNT UNIFORMS R 480945 290808 UNIFORMS 133.78 C-110717 UNIFORMS
INVOICE: 480945 FULL DESC: 2018 1 INV A 403.01
000983 PARAMOUNT UNIFORMS R 482530 291131 UNIFORMS 1,766.47
INVOICE: 482530 FULL DESC: 2018 2 INV A 275.00 C-110717 GAS PUMP SERVICES
FULL DESC: 2018 1 INV A 585.00 C-110717 GAS PUMP SERVICES

ACCOUNT TOTAL 1,766.47

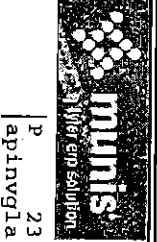
0010-300-311-00-622100- PROFESSIONAL SERVICES
000461 SOUTHERN CO INC THE 274623 290803 GAS PUMP SERVICES 275.00 C-110717 GAS PUMP SERVICES
INVOICE: 274623 FULL DESC: 2018 1 INV A 585.00 C-110717 GAS PUMP SERVICES
000461 SOUTHERN CO INC THE 454571 290805 GAS PUMP SERVICES 860.00
INVOICE: 454571 FULL DESC: 2018 1 INV A

860.00

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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

000715 THOMPSON MACHINERY S2906312
INVOICE:

290804 2018 1 INV A
FULL DESC: MATERIAL FOR SHOP

MATERIAL FOR SHOP

ACCOUNT TOTAL 3,636.65
ORG 311 TOTAL 23,116.99

0010-300-315-00-612200-
000497 DESOTO COUNTY ELECTR 4177
INVOICE: 4177

CITY TRAFFIC AND STREETS LIGHT
291014 2018 2 INV A
FULL DESC: SIGNAL REPAIRS

SIGNAL REPAIRS

000497 DESOTO COUNTY ELECTR 4190
INVOICE: 4190

291127 2018 2 INV A
FULL DESC: SIGN INSTALL UNDER HIGH VOLTAGE LINES

SIGN INSTALL UNDER

000497 DESOTO COUNTY ELECTR 4195
INVOICE: 4195

291015 2018 2 INV A
FULL DESC: SIGNAL REPAIR

SIGNAL REPAIR

000497 DESOTO COUNTY ELECTR 4201
INVOICE: 4201

291267 2018 2 INV A
FULL DESC: SIGNAL REPAIR

SIGNAL REPAIR

ACCOUNT TOTAL 6,148.41
ORG 315 TOTAL 6,148.41

010-400-411-00-610400-
001361 SAM'S CLUB DIRECT 102017
INVOICE: 102017

PARKS DEPARTMENT
OFFICE SUPPLIES
290784 2018 1 INV A
FULL DESC: SAM'S CLUB

SAM'S CLUB

006685 DEX IMAGING
INVOICE:
006685 DEX IMAGING
INVOICE:

AR2981969 290312 2018 1 INV A
FULL DESC: COPIER CONTRACT/ PARKS
AR2981975 290311 2018 1 INV A
FULL DESC: COPIER CONTRACT GOLF

COPIER CONTRACT/ PA

COPIER CONTRACT GOL

010-400-411-00-611300-
000979 SOUTHAVEN CAR CARE 25645
INVOICE: 25645

290292 2018 1 INV A
FULL DESC: MAINTENANCE VEHICLES
FULL DESC: TAIL LIGHT REPAIR

TAIL LIGHT REPAIR

001150 NAPA GENUINE PARTS C 695-193756 290769
INVOICE: FULL DESC:
001150 NAPA GENUINE PARTS C 695-193766 290768
INVOICE: FULL DESC:
001150 NAPA GENUINE PARTS C 695-193974 291032
INVOICE: FULL DESC:

2018 1 INV A 144.09 C-110717 CAR BATTERY
2018 1 CRM A -18.00 C-110717 CREDIT BATTERY CORE
2018 2 INV A 80.90 C-110717 HEADLIGHTS

CAR BATTERY

CREDIT BATTERY CORE

HEADLIGHTS

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001193 MEMPHIS BEARING AND INVOICE:	528267-IN	290771	COMPRESSOR BELT	2018 1 INV A	35.58 C-110717		COMPRESSOR BELT
002768 KEELING IRRIGATION INVOICE:	S3300447.001	290772	ROTOR BALVE BOX IRRIGATION	2018 1 INV A	369.26 C-110717		ROTOR BALVE BOX IRR
005044 LOWE'S HOME CENTERS, INVOICE: 102517	102517	291273	LOWE'S CREDIT	2018 2 INV A	75.81 C-110717		LOWE'S CREDIT
009578 GATEWAY TIRE & SERV INVOICE:	1103870095	290290	TRAILER TIRES	2018 1 INV A	102.69 C-110717		TRAILER TIRES
010865 RELIABLE EQUIPMENT INVOICE: 131859	131859	290291	GEAR BOX ASSEMBLY	2018 1 INV A	119.72 C-110717		GEAR BOX ASSEMBLY
011134 WHITEFIELD INVOICE: 54786	54786	290589	BALLAST REPAIR BOX OFFICE	2018 1 INV A	173.59 C-110717		BALLAST REPAIR BOX
011790 MAGNOLIA LIGHTING, INVOICE:	1 H54386	290581	TRACK LIGHTING	2018 1 INV A	315.00 C-110717		TRACK LIGHTING
024433 COLLISION CENTRE SOU INVOICE: 1910	1910	290608	2013 FORD F-150/ VIN#1264 REPAIR	2018 1 INV A	4,762.80 C-110717		2013 FORD F-150/ VI
027433 TIPPAH COUNTY GROWER INVOICE: 153212	153212	290582	ELEGANUS BUSHES TO SURROUND PARKS SHOP	2018 1 INV A	1,178.10 C-110717		ELEGANUS BUSHES TO
027444 HENRY JOSH INVOICE: 102717	102717	290797	REIMBURSEMENT/ JOSH HENRY/MAILBOX PURCHASE	2018 1 INV A	329.24 C-110717		REIMBURSEMENT/ JOSH
000-400-411-00-612201-			ACCOUNT TOTAL		10,185.76		
000268 BEST CHANCE JANITOR INVOICE: 177030	177030	290580	PARK MAINTENANCE JANITORIAL SUPPLIES	2018 1 INV A	275.82 C-110717		JANITORIAL SUPPLIES
000294 SAFETY-QUIP INVOICE:	A-383955	290287	PORTA POTTY/ GOLF COURSE	2018 1 INV A	103.00 C-110717		PORTA POTTY/ GOLF C
000294 SAFETY-QUIP INVOICE:	A-383956	290288	PORTA POTTY/ TENNIS CENTER	2018 1 INV A	75.00 C-110717		PORTA POTTY/ TENNIS
000665 DESOTO COUNTY COOPER INVOICE: 68278	68278	290297	HAY	2018 1 INV A	75.00 C-110717		HAY
001056 BWI MEMPHIS INVOICE: 14441494	14441494	290550	TREE FERTILIZER	2018 1 INV A	260.16 C-110717		TREE FERTILIZER
001056 BWI MEMPHIS INVOICE: 14454792	14454792	290799	FOAM MARKER	2018 1 INV A	229.38 C-110717		FOAM MARKER

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YEAR/PERIOD: 2017/1 TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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002630 SCOREBOARD SPECIALIS 2094	290293	POWER CORDS - SCOREBOARD BOXES	2018 1 INV A	520.00 C-110717		POWER CORDS - SCOREB
INVOICE: 2094	FULL DESC:					

005044 LOWE'S HOME CENTERS, 102517	291273	LOWE'S CREDIT	2018 2 INV A	386.11 C-110717		LOWE'S CREDIT
INVOICE: 102517	FULL DESC:					

009591 TRI FIRMA	290605	CONCRETE PAD/SIDEWALK FOR STORAGE BLDG./TENNIS	2018 1 INV A	4,834.81 C-110717		CONCRETE PAD/SIDEWA
INVOICE:	FULL DESC:					

011134 WHITFIELD	290578	REPAIR LIGHTS/ SOCCER COMPLEX	2018 1 INV A	1,788.16 C-110717		REPAIR LIGHTS/ SOCC
INVOICE: 54824	FULL DESC:					

019230 WASTE PRO-MEMPHIS	291100	19776/ SERVICE AT ARENA	2018 2 INV A	165.00 C-110717		19776/ SERVICE AT A
INVOICE: 134987	FULL DESC:					

019230 WASTE PRO-MEMPHIS	291101	19777/ SERVICE/ CHERRY VALLEY	2018 2 INV A	165.00 C-110717		19777/ SERVICE/ CHE
INVOICE: 134988	FULL DESC:					

019230 WASTE PRO-MEMPHIS	291097	ACCT 19778/ SOCCER	2018 2 INV A	90.00 C-110717		ACCT 19778/ SOCCER
INVOICE: 134989	FULL DESC:					

019230 WASTE PRO-MEMPHIS	291098	ACCT 19779/ SERVICE AT GB	2018 2 INV A	143.92 C-110717		ACCT 19779/ SERVICE
INVOICE: 134990	FULL DESC:					

019230 WASTE PRO-MEMPHIS	291102	19780/ SERVICE AT G	2018 2 INV A	85.00 C-110717		19780/ SERVICE AT G
INVOICE: 134991	FULL DESC:					

019230 WASTE PRO-MEMPHIS	291096	ACCT 19782/ SERVICE/ PARKS	2018 2 INV A	315.00 C-110717		ACCT 19782/ SERVICE
INVOICE: 134992	FULL DESC:					

019230 WASTE PRO-MEMPHIS	291104	19797/ SERVICE AT SNOWDEN	2018 2 INV A	666.88 C-110717		19797/ SERVICE AT S
INVOICE: 134993	FULL DESC:					

019230 WASTE PRO-MEMPHIS	291099	ACCT 22645/ RECYCLE SERVICE	2018 2 INV A	929.00 C-110717		ACCT 22645/ RECYCLE
INVOICE: 135108	FULL DESC:					

019230 WASTE PRO-MEMPHIS	291103	23348/ SERVICE AT TENNIS	2018 2 INV A	55.00 C-110717		23348/ SERVICE AT T
INVOICE: 135149	FULL DESC:					

022383 ADDISON TREE CARE	290606	CENTRAL PARK/ 3 TREE REMOVALS	2018 1 INV A	2,400.00 C-110717		CENTRAL PARK/ 3 TRE
INVOICE: 102017	FULL DESC:					

025682 EWING	290763	MOUND CLAY	2018 1 INV A	294.85 C-110717		MOUND CLAY
INVOICE: 3717947	FULL DESC:					

000-400-411-00-612300-		MUNICIPAL GOLF COURSE EXPENSE				
00983 PARAMOUNT UNIFORMS R 482914	291136	GOLF UNIFORMS	2018 2 INV A	55.02 C-110717		GOLF UNIFORMS
INVOICE: 482914	FULL DESC:					

007885 PAULSEN PRINTING COM 87542	290548	GOLF CART RENTAL FO	2018 1 INV A	583.00 C-110717		GOLF CART RENTAL FO
INVOICE: 87542	FULL DESC:					

10700 STANDARD COMPANY 174036741001 291116 2018 2 INV A 166.32 C-110717 GOLF SERVICE/ GOLF

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO

YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

INVOICE: 173036741004

FULL DESC: COFFE SERVICE/ GOLF COURSE

ACCOUNT TOTAL

744.34

UNIFORMS

2018 1 INV A

395.42 C-110717

PARK UNIFORMS

2018 1 INV A

55.02 C-110717

GOLF UNIFORMS

2018 1 INV A

398.67 C-110717

PARKS UNIFORMS

2018 1 INV A

38.00 C-110717

SLATE MATS

2018 1 INV A

55.02 C-110717

GOLF UNIFORMS

2018 1 INV A

395.42 C-110717

PARKS UNIFORMS

2018 2 INV A

450.45 C-110717

PARK UNIFORMS

000983 PARAMOUNT UNIFORMS R 478444
INVOICE: 478444
000983 PARAMOUNT UNIFORMS R 479755
INVOICE: 479755
000983 PARAMOUNT UNIFORMS R 480156
INVOICE: 480156
000983 PARAMOUNT UNIFORMS R 480157
INVOICE: 480157
000983 PARAMOUNT UNIFORMS R 481368
INVOICE: 481368
000983 PARAMOUNT UNIFORMS R 481759
INVOICE: 481759
000983 PARAMOUNT UNIFORMS R 483268
INVOICE: 483268

FULL DESC: PARK UNIFORMS
FULL DESC: GOLF UNIFORMS
FULL DESC: PARKS UNIFORMS
FULL DESC: SLATE MATS
FULL DESC: GOLF UNIFORMS
FULL DESC: PARKS UNIFORMS
FULL DESC: PARK UNIFORMS

ACCOUNT TOTAL

1,788.00

COMMUNITY EVENTS

2018 1 INV A

285.00 C-110717

PORTA POTTY CENTRAL PARK

000294 SAFETY-QUIP
INVOICE:

A-383969

FULL DESC: COMMUNITY EVENTS

2018 1 INV A

285.00 C-110717

PORTA POTTY CENTRAL

000611 SIGNS & STUFF
INVOICE: 95354

95354

FULL DESC: TRUNK OR TREAT

2018 2 INV A

72.00 C-110717

TRUNK OR TREAT

0013650 BATTERIES PLUS
INVOICE:

374-10330201 291028
FULL DESC: SOUTHAVEN LIGHT BULBS

2018 2 INV A

3,560.20 C-110717

SOUTHAVEN LIGHT BUL

0013650 BATTERIES PLUS
INVOICE:

374-300330 290957
FULL DESC: CHRISTMAS LIGHT BULBS

2018 1 INV A

3,256.00 C-110717

CHRISTMAS LIGHT BUL

016582 CONTRACTORS SUPPLY P 12508
INVOICE: 12508

FULL DESC: T POST

2018 1 INV A

297.50 C-110717

T POST

ACCOUNT TOTAL

6,816.20

FUEL & OIL

2018 1 CRM A

-1,336.66 C-110717

CREDIT ON ACCOUNT

ACCOUNT TOTAL

7,470.70

GAS @ GOLF

2018 1 INV A

865.17 C-110717

GAS @ GOLF

000339 SAYLE OIL CO INC
INVOICE: 10262017
000339 SAYLE OIL CO INC
INVOICE: 399383

10262017

FULL DESC: CREDIT ON ACCOUNT

2018 1 INV A

-1,336.66 C-110717

CREDIT ON ACCOUNT

ACCOUNT TOTAL

-471.49

ACCOUNT TOTAL

-471.49

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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010-400-411-00-622100- 027303 SERRANO-GARCIA CRIST 92817 INVOICE: 92817	291115 FULL DESC: TENNIS PRO	PROFESSIONAL SERVICES 2018 2 INV A	450.00 C-110717	TENNIS PRO
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010-400-411-00-626900- 000422 MS RECREATION & PARK 2806 INVOICE: 2806	290555 FULL DESC: ANNUAL CONFERENCE - TUPELO - W	TRAVEL & TRAINING 18000016 2018 1 INV A ANNUAL CONFERENCE - TUPELO - W	275.00 C-110717	ANNUAL CONFERENCE -
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ACCOUNT TOTAL 275.00

010-400-411-00-627901- 000975 SMITH BILLY K INVOICE: 103017	291321 FULL DESC: UMPIRES 2018 2 INV A	CHERRY VALLEY FOOTBALL UMPIRES	450.00 C-110717	CHERRY VALLEY FOOTB
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000977 MCCOOL MICHAEL ALLE INVOICE: 103017	291317 FULL DESC: CHERRY VALLEY FOOTBALL UMPIRES	2018 2 INV A	157.50 C-110717	CHERRY VALLEY FOOTB
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001090 FOSHEE, FRED INVOICE: 103017	291313 FULL DESC: CHERRY VALLEY FOOTBALL UMPIRES	2018 2 INV A	360.00 C-110717	CHERRY VALLEY FOOTB
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002857 TURNER DALE INVOICE: 10302017	291326 FULL DESC: SOFTBALL OFFICIALS	2018 2 INV A	525.00 C-110717	SOFTBALL OFFICIALS
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006653 STRIBLING KEITH INVOICE: 10302017	291325 FULL DESC: SOFTBALL OFFICIALS	2018 2 INV A	375.00 C-110717	SOFTBALL OFFICIALS
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009136 SINOUEFIELD MURRAY INVOICE: 103017	291320 FULL DESC: CHERRY VALLEY FOOTBALL UMPIRES	2018 2 INV A	410.00 C-110717	CHERRY VALLEY FOOTB
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011508 DOCKERY LAWRENCE INVOICE: 103117	291287 FULL DESC: SOCCER REF. - FALL 2017	2018 2 INV A	240.00 C-110717	SOCCER REF. - FALL
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012494 MILTON QUINTIN INVOICE: 103017	291318 FULL DESC: CHERRY VALLEY FOOTBALL UMPIRES	2018 2 INV A	250.00 C-110717	CHERRY VALLEY FOOTB
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013427 ENNIS, DENIS INVOICE: 103017	291312 FULL DESC: CHERRY VALLEY FOOTBALL UMPIRES	2018 2 INV A	90.00 C-110717	CHERRY VALLEY FOOTB
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013794 STRICKLAND ERIK RYAN INVOICE: 103017	291322 FULL DESC: CHERRY VALLEY FOOTBALL UMPIRES	2018 2 INV A	247.50 C-110717	CHERRY VALLEY FOOTB
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015545 KLINCK ZACHARY A INVOICE: 103117	291295 FULL DESC: SOCCER REF. - FALL 2017	2018 2 INV A	590.00 C-110717	SOCCER REF. - FALL
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016579 HAYES ROBERT INVOICE: 103017	291314 FULL DESC: CHERRY VALLEY FOOTBALL UMPIRES	2018 2 INV A	340.00 C-110717	CHERRY VALLEY FOOTB
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016709 DAVIS DANIEL INVOICE: 103017	291310 FULL DESC: CHERRY VALLEY FOOTBALL UMPIRES	2018 2 INV A	230.00 C-110717	CHERRY VALLEY FOOTB
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WARRANT

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018046 HERRON SHELTON INVOICE: 103017	103017	291315 FULL DESC:	2018 2 INV A CHERRY VALLEY FOOTBALL UMPIRES	247.50 C-110717	CHERRY VALLEY FOOTB
018061 DOVER LARRY INVOICE: 103017	103017	291311 FULL DESC:	2018 2 INV A CHERRY VALLEY FOOTBALL UMPIRES	137.50 C-110717	CHERRY VALLEY FOOTB
018965 WAMMACK TERRY INVOICE: 103017	103017	291323 FULL DESC:	2018 2 INV A CHERRY VALLEY FOOTBALL UMPIRES	430.00 C-110717	CHERRY VALLEY FOOTB
023080 WOODS KOLBY LEE INVOICE: 103117	103117	291308 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	160.00 C-110717	SOCCER REF. - FALL
024015 RENA BRIAN INVOICE: 103017	103017	291319 FULL DESC:	2018 2 INV A CHERRY VALLEY FOOTBALL UMPIRES	157.50 C-110717	CHERRY VALLEY FOOTB
024016 WAMMACK RYNE INVOICE: 103017	103017	291324 FULL DESC:	2018 2 INV A CHERRY VALLEY FOOTBALL UMPIRES	180.00 C-110717	CHERRY VALLEY FOOTB
024018 THOMAS OWEN TAYLOR INVOICE: 103117	103117	291304 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	80.00 C-110717	SOCCER REF. - FALL
024020 DENNIS ROBERT G INVOICE: 103117	103117	291286 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	80.00 C-110717	SOCCER REF. - FALL
024024 WILLIAMS TAYLOR INVOICE: 103117	103117	291307 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	30.00 C-110717	SOCCER REF. - FALL
024025 HELMS HANNAH INVOICE: 103117	103117	291292 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	85.00 C-110717	SOCCER REF. - FALL
024526 LACEY PATRICK INVOICE: 103017	103017	291316 FULL DESC:	2018 2 INV A CHERRY VALLEY FOOTBALL UMPIRES	340.00 C-110717	CHERRY VALLEY FOOTB
025556 SAENZ LEONARDO INVOICE: 103117	103117	291300 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	140.00 C-110717	SOCCER REF. - FALL
025560 THOMAS JAN T INVOICE: 103117	103117	291303 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	170.00 C-110717	SOCCER REF. - FALL
025561 THOMPSON KATIE ANNA INVOICE: 103117	103117	291305 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	65.00 C-110717	SOCCER REF. - FALL
025562 CLAY JONATHON INVOICE: 103117	103117	291284 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	210.00 C-110717	SOCCER REF. - FALL
025569 PARRISH ALEXANDER INVOICE: 103117	103117	291297 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	40.00 C-110717	SOCCER REF. - FALL
025570 BLOOMBERG MADISON INVOICE: 103117	103117	291282 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	260.00 C-110717	SOCCER REF. - FALL

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ACCOUNT/VENDOR							
05653 CORREA RAFAEL INVOICE: 103117	103117	291285 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	80.00 C-110717			SOCCER REF. - FALL
06474 MURROONEY DAWN T INVOICE: 110117	110117	291281 FULL DESC:	2018 2 INV A FIELD OF DREAMS	250.00 C-110717			FIELD OF DREAMS
06612 RINGWALD CORTI INVOICE: 110117	110117	291282 FULL DESC:	2018 2 INV A FIELD OF DREAMS	250.00 C-110717			FIELD OF DREAMS
07301 COMBS TOREY INVOICE: 103017	103017	291309 FULL DESC:	2018 2 INV A CHERRY VALLEY FOOTBALL UMPIRES	90.00 C-110717			CHERRY VALLEY FOOTB
07333 DOWTY HANNAH INVOICE: 103117	103117	291288 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	240.00 C-110717			SOCCER REF. - FALL
07334 HERREN HAYES W INVOICE: 103117	103117	291293 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	115.00 C-110717			SOCCER REF. - FALL
07336 PETTY JORDYN INVOICE: 103117	103117	291298 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	75.00 C-110717			SOCCER REF. - FALL
07337 GARCIA KAITLYN INVOICE: 103117	103117	291290 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	70.00 C-110717			SOCCER REF. - FALL
07338 GARCIA JACOB INVOICE: 103117	103117	291289 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	115.00 C-110717			SOCCER REF. - FALL
07339 HAWKINS JUDI ANA INVOICE: 103117	103117	291291 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	15.00 C-110717			SOCCER REF. - FALL
07340 LOFTIN BRADLEY INVOICE: 103117	103117	291296 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	30.00 C-110717			SOCCER REF. - FALL
07341 RUIZ BENJAMIN INVOICE: 103117	103117	291299 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	30.00 C-110717			SOCCER REF. - FALL
07342 SEGURA NITZEL INVOICE: 103117	103117	291302 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	70.00 C-110717			SOCCER REF. - FALL
07351 SEGURA AIRAM B INVOICE: 103117	103117	291301 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	60.00 C-110717			SOCCER REF. - FALL
07427 KITCHENS ELIJAH INVOICE: 103117	103117	291294 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	30.00 C-110717			SOCCER REF. - FALL
07428 WALKER BETHANY INVOICE: 103117	103117	291306 FULL DESC:	2018 2 INV A SOCCER REF. - FALL 2017	60.00 C-110717			SOCCER REF. - FALL
ACCOUNT TOTAL				8,657.50			

MACHINERY & EQUIPMENT

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INVOICE:

FULL DESC: SKID STEER

ACCOUNT TOTAL

78,709.42

ORG 411 TOTAL

122,414.41

PARK TOURNAMENTS

RESELL / CONCESSION EXPENSE

000642 HOTEL & RESTAURANT
INVOICE:

X30499

290547
FULL DESC:

CONCESSION SUPPLIES

67.80 C-110717

CONCESSION SUPPLIES

001361 SAM'S CLUB DIRECT
INVOICE:

102017

290784
FULL DESC:

SAM'S CLUB

114.02 C-110717

SAM'S CLUB

003011 M & M PROMOTIONS
INVOICE:

86895

290549
FULL DESC:

FALL NATIONALS SHIRTS

604.50 C-110717

FALL NATIONALS SHIR

003538 HARDIN'S SYSCO
INVOICE:

114418854

290286
FULL DESC:

FOOD-RESALE

927.97 C-110717

FOOD-RESALE

003538 HARDIN'S SYSCO
INVOICE:

114428017

290587
FULL DESC:

FOOD-RESALE

1,539.30 C-110717

FOOD-RESALE

2,467.27

009669 GIBSON PROPANE
INVOICE:

3069855741

290289
FULL DESC:

PROPANE / SNOWDEN

265.68 C-110717

PROPANE / SNOWDEN

020206 LEWIS BROTHERS BAKER
INVOICE:

33635679

290586
FULL DESC:

BREAD / RESALE

503.25 C-110717

BREAD / RESALE

022806 PEPSI BEVERAGES COMP
INVOICE:

30854653

290309
FULL DESC:

PEPSI / RESALE

2,354.94 C-110717

PEPSI / RESALE

022806 PEPSI BEVERAGES COMP
INVOICE:

34731909

290766
FULL DESC:

PEPSI PRODUCTS / RESALE

434.97 C-110717

PEPSI PRODUCTS / RES

2,789.91

024982 SMITH'S SLICES LLC
INVOICE:

102817

291349
FULL DESC:

PIZZA RESALE- GREENBROOK AND TENNIS

235.02 C-110717

PIZZA RESALE- GREEN

ACCOUNT TOTAL

7,047.45

007622 MIDSOUTH SPORTS PROD 193
INVOICE:

193

290585
FULL DESC:

BASEBALL CONTRACT / NOV 2017

10,416.67 C-110717

BASEBALL CONTRACT /

024247 KALISAK ROSEMARY
INVOICE:

NOVEMBER2017

290584
FULL DESC:

SOFTBALL CONTRACT / NOV 2017

3,333.33 C-110717

SOFTBALL CONTRACT /

ACCOUNT TOTAL

13,250.88

010-400-412-00-626102-

PROMOTIONS

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ACCOUNT/VENDOR	YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001121 NEWTON TROPHY	INVOICE: 100794	100794	290579	FALL FIELD OF DREAMS TROPHIES	2018 1 INV A	315.00 C-110717		FALL FIELD OF DREAM TROPHIES
001121 NEWTON TROPHY	INVOICE: 100832	100832	290773	TENNIS TROPHIES	2018 1 INV A	423.00 C-110717		TENNIS TROPHIES
001121 NEWTON TROPHY	INVOICE: 100854	100854	291033	FOOTBALL TROPHIES	2018 2 INV A	715.50 C-110717		FOOTBALL TROPHIES
001121 NEWTON TROPHY	INVOICE: 100879	100879	291034	SOFTBALL TROPHIES 10/28/2017 & 10/29/2017	2018 2 INV A	876.40 C-110717		SOFTBALL TROPHIES 1
001121 NEWTON TROPHY	INVOICE: 100880	100880	291139	TENNIS - FALL CLASSIC TROPHIES	2018 2 INV A	178.40 C-110717		TENNIS - FALL CLASS
						2,508.30		
007885 PAULSEN PRINTING COM	INVOICE: 87576		290553	COACHES PASSES	2018 1 INV A	161.00 C-110717		COACHES PASSES
021397 FULLILOVE CHRISTOPHE	INVOICE: 1023	1023	291137	UIC CHARGES/USSSA SOFTBALL TOURNY	2018 2 INV A	360.00 C-110717		UIC CHARGES/USSSA S
027122 MISS TENNIS ASSOCIAT	INVOICE: 102217	102217	290604	HEAD TAX FOR JUNIOR TENNIS TOURNAMENT	2018 1 INV A	156.00 C-110717		HEAD TAX FOR JUNIOR
				ACCOUNT TOTAL		3,185.30		
010-400-412-00-627901-				TOURNAMENT UMPIRE FEES				
018663 SKILLERN KERRY	INVOICE: 102817	102817	291120	T.A.M GREENBOOK	2018 2 INV A	90.00 C-110717		T.A.M GREENBOOK
021397 FULLILOVE CHRISTOPHE	INVOICE: 1023	1023	291137	UIC CHARGES/USSSA SOFTBALL TOURNY	2018 2 INV A	392.50 C-110717		UIC CHARGES/USSSA S
021399 WILLIAMS JORDAN K	INVOICE: 102817	102817	291123	T.A.M GREENBOOK	2018 2 INV A	330.00 C-110717		T.A.M GREENBOOK
024848 SMITH MOLLY	INVOICE: 102817	102817	291121	T.A.M GREENBOOK	2018 2 INV A	40.00 C-110717		T.A.M GREENBOOK
026118 MALONE COLBY	INVOICE: 102817	102817	291118	T.A.M GREENBOOK	2018 2 INV A	40.00 C-110717		T.A.M GREENBOOK
026430 WILSON KHYNDAL	INVOICE: 102817	102817	291124	T.A.M GREENBOOK	2018 2 INV A	50.00 C-110717		T.A.M GREENBOOK
026433 KOLWYCK HAILEE	INVOICE: 102817	102817	291117	T.A.M GREENBOOK	2018 2 INV A	20.00 C-110717		T.A.M GREENBOOK
026620 DEER MADISON	INVOICE: 102817	102817	291116	T.A.M GREENBOOK	2018 2 INV A	70.00 C-110717		T.A.M GREENBOOK
027118 MURPHREE JACOB DALTO	INVOICE: 102817	102817	291119	T.A.M GREENBOOK	2018 2 INV A	60.00 C-110717		T.A.M GREENBOOK

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YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
027325 THOMAS MASON	102817	291122	2018 2 INV A		20.00	C-110717	T.A.M GREENBOOK
INVOICE: 102817		FULL DESC:	T.A.M GREENBOOK				
027442 THACKER SAYRA G	42315	290764	2018 1 INV A		325.00	C-110717	REFEREE - TENNIS
INVOICE: 42315		FULL DESC:	REFEREE - TENNIS				
		ACCOUNT TOTAL			1,437.50		
		ORG 412 TOTAL			25,420.25		
0010-500-511-00-610100-		MUNICIPAL CODE ENFORCEMENT					
001361 SAM'S CLUB DIRECT	102017	290784	2018 1 INV A		139.91	C-110717	SAM'S CLUB
INVOICE: 102017		FULL DESC:	SAM'S CLUB				
		ACCOUNT TOTAL			139.91		
0010-500-511-00-610400-		OFFICE SUPPLIES					
000796 MIDA MAPS	694075	290609	2018 1 INV A		66.00	C-110717	OFFICE SUPPLIES
INVOICE: 694075		FULL DESC:	OFFICE SUPPLIES				
		ACCOUNT TOTAL			66.00		
0010-500-511-00-611000-		MATERIALS					
001320 MARTIN MACHINE WORKS	1110	291068	2018 2 INV A		2,275.00	C-110717	MATERIAL
INVOICE: 1110		FULL DESC:	MATERIAL				
001361 SAM'S CLUB DIRECT	102017	290784	2018 1 INV A		246.38	C-110717	SAM'S CLUB
INVOICE: 102017		FULL DESC:	SAM'S CLUB				
		ACCOUNT TOTAL			2,521.38		
0010-500-511-00-612200-		MAINTENANCE EQUIPMENT & BUILD					
000983 PARAMOUNT UNIFORMS R	479291	290599	2018 1 INV A		5.00	C-110717	MAINT. & EQUIP
INVOICE: 479291		FULL DESC:	MAINT. & EQUIP				
000983 PARAMOUNT UNIFORMS R	480942	290598	2018 1 INV A		5.00	C-110717	MAINT. & EQUIP
INVOICE: 480942		FULL DESC:	MAINT. & EQUIP				
		ACCOUNT TOTAL			10.00		
0010-500-511-00-614900-		FEED FOR ANIMALS					
012713 HILL'S PET NUTRITION	229045200	290597	2018 1 INV A		120.72	C-110717	FEED ANIMALS
INVOICE: 229045200		FULL DESC:	FEED ANIMALS				
		ACCOUNT TOTAL			120.72		
0010-500-511-00-622100-		PROFESSIONAL SERVICES					
017049 ANIMAL HEALTH INTERN	9007291097	290594	2018 1 INV A		405.00	C-110717	PROF. SERVICES
INVOICE: 9007291097		FULL DESC:	PROF. SERVICES				

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0010-500-511-00-630400-	ACCOUNT TOTAL	405.00			
000246 ANIMAL CARE EQUIPMEN	MACHINERY & EQUIPMENT				
INVOICE: 56536	2018 1 INV A	143.72	C-110717		MACH & EQUIP
000246 ANIMAL CARE EQUIPMEN	290595				
INVOICE: 56759	FULL DESC: MACH & EQUIP				
	2018 1 INV A	272.07	C-110717		MACH. & EQUIP.
	FULL DESC: MACH. & EQUIP.				

ACCOUNT TOTAL 415.79
ORG 511 TOTAL 3,678.80

0010-900-901-00-614000-	CITY FUEL				
017201 BEST-MADE PETROLEUM	FUEL & OIL				
INVOICE: 2117021	2018 2 INV A	7,355.65	C-110717		CITY FUEL ORDER
017201 BEST-MADE PETROLEUM	291229				
INVOICE: 2117022	FULL DESC: CITY FUEL ORDER				
017201 BEST-MADE PETROLEUM	18000018 2018 2 INV A	8,398.95	C-110717		CITY FUEL ORDER
INVOICE: 2117023	FULL DESC: CITY FUEL ORDER				
017201 BEST-MADE PETROLEUM	18000018 2018 2 INV A	7,840.95	C-110717		CITY FUEL ORDER
INVOICE: 2117024	FULL DESC: CITY FUEL ORDER				
	18000018 2018 2 INV A	7,302.24	C-110717		CITY FUEL ORDER
	FULL DESC: CITY FUEL ORDER				

ACCOUNT TOTAL 30,897.79
ORG 901 TOTAL 30,897.79

EXPENSE ACCOUNTS
CONDENSED PROPERTY MANAGEMENT

0010-900-902-00-620500-	2018 2 INV A	470.00	C-110717		PARCEL 208100111000
020065 BLC OF MS LLC	290983				
INVOICE: 7073	FULL DESC: PARCEL 20810011100001500				
020065 BLC OF MS LLC	290613	470.00	C-110717		PARCEL: 20810011100
INVOICE: 7074	FULL DESC: PARCEL 20810011100001500				
020065 BLC OF MS LLC	290612	306.00	C-110717		PARCEL: 20810011100
INVOICE: 7075	FULL DESC: PARCEL 20810011100002600				
020065 BLC OF MS LLC	290611	306.00	C-110717		PARCEL: 20810011100
INVOICE: 7076	FULL DESC: PARCEL 20810011100002600				
020065 BLC OF MS LLC	290953	306.00	C-110717		PARCEL: 20810011100
INVOICE: 7077	FULL DESC: PARCEL 20810011100002700				
020065 BLC OF MS LLC	290954	306.00	C-110717		PARCEL: 20810011100
INVOICE: 7078	FULL DESC: PARCEL 20810011100002700				
020065 BLC OF MS LLC	290955	1,300.00	C-110717		PARCEL: 10862400000
INVOICE: 7079	FULL DESC: PARCEL 1086240000001500				
020065 BLC OF MS LLC	290931	168.00	C-110717		PARCEL: 18052213000
INVOICE: 7080	FULL DESC: PARCEL 1805221300000300				
020065 BLC OF MS LLC	290930	168.00	C-110717		PARCEL: 10852213000
INVOICE: 7081	FULL DESC: PARCEL 1085221300000300				

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
INVOICE: 7082	020065 BLC OF MS LLC		FULL DESC:	PARCEL: 10852213000000400						
INVOICE: 7083	020065 BLC OF MS LLC	7083	FULL DESC:	290932	2018	1	INV A	168.00	C-110717	PARCEL: 108522130000
INVOICE: 7084	020065 BLC OF MS LLC	7084	FULL DESC:	PARCEL: 10852213000000400	2018	1	INV A	1,581.00	C-110717	W.E. ROSS PKWY
INVOICE: 7088	020065 BLC OF MS LLC	7088	FULL DESC:	290963	2018	2	INV A	84.00	C-110717	PARCEL#1074190300000
INVOICE: 7089	020065 BLC OF MS LLC	7089	FULL DESC:	290964	2018	2	INV A	168.00	C-110717	PARCEL # 10741907000
INVOICE: 7090	020065 BLC OF MS LLC	7090	FULL DESC:	290965	2018	2	INV A	195.00	C-110717	PARCEL # 1074191400
INVOICE: 7092	020065 BLC OF MS LLC	7092	FULL DESC:	290947	2018	1	INV A	84.00	C-110717	PARCEL: 1075211000011500
INVOICE: 7093	020065 BLC OF MS LLC	7093	FULL DESC:	290948	2018	1	INV A	570.00	C-110717	PARCEL: 1086231800000300
INVOICE: 7094	020065 BLC OF MS LLC	7094	FULL DESC:	290949	2018	1	INV A	975.00	C-110717	PARCEL: 10793108000
INVOICE: 7095	020065 BLC OF MS LLC	7095	FULL DESC:	290950	2018	1	INV A	84.00	C-110717	PARCEL: 1074190200005000
INVOICE: 7096	020065 BLC OF MS LLC	7096	FULL DESC:	290951	2018	1	INV A	445.00	C-110717	PARCEL: 107834000001805
INVOICE: 7097	020065 BLC OF MS LLC	7097	FULL DESC:	290952	2018	1	INV A	168.00	C-110717	622 AMBER LN
INVOICE: 7100	020065 BLC OF MS LLC	7100	FULL DESC:	290946	2018	1	INV A	84.00	C-110717	983 BOULDER CV
INVOICE: 7103	020065 BLC OF MS LLC	7103	FULL DESC:	290944	2018	1	INV A	84.00	C-110717	8161 BOONEVILLE DR
INVOICE: 7104	020065 BLC OF MS LLC	7104	FULL DESC:	290945	2018	1	INV A	168.00	C-110717	8431 BOONEVILLE DR
INVOICE: 7107	020065 BLC OF MS LLC	7107	FULL DESC:	290943	2018	1	INV A	84.00	C-110717	8206 CEDARWOOD CV
INVOICE: 7110	020065 BLC OF MS LLC	7110	FULL DESC:	290942	2018	1	INV A	84.00	C-110717	2211 CEDARWOOD CV
INVOICE: 7113	020065 BLC OF MS LLC	7113	FULL DESC:	290941	2018	1	INV A	84.00	C-110717	2240 CEDARWOOD CV
INVOICE: 7116	020065 BLC OF MS LLC	7116	FULL DESC:	290940	2018	1	INV A	84.00	C-110717	7715 CHARLESTON
INVOICE: 7119	020065 BLC OF MS LLC	7119	FULL DESC:	290939	2018	1	INV A	84.00	C-110717	526 CHRISTYBROOK CV
INVOICE: 7122	020065 BLC OF MS LLC	7122	FULL DESC:	290610	2018	1	INV A	84.00	C-110717	1676 CUSTER DR
INVOICE: 7125	020065 BLC OF MS LLC	7125	FULL DESC:	290614	2018	1	INV A	84.00	C-110717	1741 GEORGE PL
INVOICE: 7128	020065 BLC OF MS LLC	7128	FULL DESC:	290933	2018	1	INV A	84.00	C-110717	861 GREAT OAKS DR
INVOICE: 7131	020065 BLC OF MS LLC	7131	FULL DESC:	290938	2018	1	INV A	84.00	C-110717	965 GREAT OAKS DR
INVOICE: 7134	020065 BLC OF MS LLC	7134	FULL DESC:	290937	2018	1	INV A	84.00	C-110717	2507 GREENCLIFF DR
INVOICE: 7137	020065 BLC OF MS LLC	7137	FULL DESC:	290936	2018	1	INV A	84.00	C-110717	2160 HEATHER RIDGE
INVOICE: 7140	020065 BLC OF MS LLC	7140	FULL DESC:	290935	2018	1	INV A	84.00	C-110717	2165 HEATHER RIDGE

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WARRANT	CHECK	DESCRIPTION
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ACCOUNT TOTAL11,514.00
11,514.00

MDOT WILDFLOWER 55

291184 2018 2 INV A
FULL DESC: MDOT WILDFLOWER 55 SPRAY CYCLE

ACCOUNT TOTAL

950.00

Minutes, City of Southaven, Southaven, Mississippi

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

INVOICE: 7196

FULL DESC: ACTIVITY LISTED ON INVOICE(GROUNDS)

ACCOUNT TOTAL 35,000.00

0010-900-902-00-620775-

010622 GREEN KING SPRAY SER 157

INVOICE: 157

291013 LANDSCAPE MAINTENANCE SPRAYING
2018 2 INV A 9,899.99 C-110717

LANDSCAPE MAINT.

ACCOUNT TOTAL 9,899.99

0010-900-902-00-620902-

000232 MATHESON & ASSOC LLC 170488

INVOICE: 170488

290828 FACILITIES MANAGEMENT
2018 1 INV A 635.00 C-110717

ALARM SERVICE FOR L

000233 QUARLES FIRE PROTEC 2018-604

INVOICE:

290990 FULL DESC: SPRINKLER INSPECTION
2018 2 INV A 150.00 C-110717

SPRINKLER INSPECTIO

000233 QUARLES FIRE PROTEC 2018-605

INVOICE:

290994 FULL DESC: SPRINKLER INSPECTION
2018 2 INV A 150.00 C-110717

SPRINKLER INSPECTIO

000233 QUARLES FIRE PROTEC 2018-606

INVOICE:

290988 FULL DESC: SPRINKLER INSPECTION
2018 2 INV A 150.00 C-110717

SPRINKLER INSPECTIO

000233 QUARLES FIRE PROTEC 2018-607

INVOICE:

290991 FULL DESC: SPRINKLER INSPECTION
2018 2 INV A 250.00 C-110717

SPRINKLER INSPECTIO

000233 QUARLES FIRE PROTEC 2018-608

INVOICE:

290986 FULL DESC: SPRINKLER INSPECTION
2018 2 INV A 200.00 C-110717

SPRINKLER INSPECTIO

000233 QUARLES FIRE PROTEC 2018-609

INVOICE:

290993 FULL DESC: SPRINKLER INSPECTION
2018 2 INV A 300.00 C-110717

SPRINKLER INSPECTIO

000233 QUARLES FIRE PROTEC 2018-610

INVOICE:

290989 FULL DESC: SPRINKLER INSPECTION
2018 2 INV A 200.00 C-110717

SPRINKLER INSPECTIO

000233 QUARLES FIRE PROTEC 2018-619

INVOICE:

290987 FULL DESC: SPRINKLER INSPECTION
2018 2 INV A 150.00 C-110717

SPRINKLER INSPECTIO

1,550.00

000402 CURRY JANITORIAL SER 328140

INVOICE: 328140

291075 FULL DESC: CLEANING OF FBI OFFICE
2018 2 INV A 425.00 C-110717

CLEANING OF FBI OFF

000415 MID-SO EMERGENCY LIG 14204

INVOICE: 14204

290826 FULL DESC: EMERGENCY LIGHT SERVICES
2018 1 INV A 232.00 C-110717

EMERGENCY LIGHT SER

000415 MID-SO EMERGENCY LIG 14232

INVOICE: 14232

290825 FULL DESC: EMERGENCY LIGHT SERVICE
2018 1 INV A 536.00 C-110717

EMERGENCY LIGHT SER

768.00

000615 PAYNES LOCKSMITH SER 8208

INVOICE: 8208

290303 FULL DESC: ADD DEPUTY CHIEF MATT ANDERSON
2018 1 INV A 145.00 C-110717

ADD DEPUTY CHIEF MA

000615 PAYNES LOCKSMITH SER 8210

INVOICE: 8210

290320 FULL DESC: ADD ALDERMAN WHEELER 4 LOCKS
2018 1 INV A 115.00 C-110717

ADD ALDERMAN WHEEL

000615 PAYNES LOCKSMITH SER 8212

INVOICE: 8212

290807 FULL DESC: LOCK SERVICES
2018 1 INV A 532.80 C-110717

LOCK SERVICES

792.80

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
001099 NORTH MS PEST CONTRO	705918	291135	PEST CONTROL	2018 2 INV A	510.00 C-110717		PEST CONTROL
INVOICE: 705918		FULL DESC:					
007174 DENNIS WRIGHT & SON	32663	290830	WATER HEATER CHECK/ STATION 3	2018 1 INV A	268.00 C-110717		WATER HEATER CHECK/
INVOICE: 32663		FULL DESC:					
007174 DENNIS WRIGHT & SON	33214	291076	PLUMBING SERVICE @ POLICE DEPT.	2018 2 INV A	426.83 C-110717		PLUMBING SERVICE @
INVOICE: 33214		FULL DESC:					
007174 DENNIS WRIGHT & SON	33325	290831	PLUMBING SERV. AT CITY HALL	2018 1 INV A	486.00 C-110717		PLUMBING SERV. AT C
INVOICE: 33325		FULL DESC:					
007174 DENNIS WRIGHT & SON	33434	291126	PLUMBING SERVICE/ INDOOR SOCCER COMP.	2018 2 INV A	368.00 C-110717		PLUMBING SERVICE/ I
INVOICE: 33434		FULL DESC:					
					1,548.83		
012576 AKINS DWAYNE ODIS	2169	290962	CLEANING OF POLICE DEPT.	2018 2 INV A	718.75 C-110717		CLEANING OF POLICE
INVOICE: 2169		FULL DESC:					
012576 AKINS DWAYNE ODIS	2170	291262	CLEANING @ EAST PRECINCT	2018 2 INV A	96.75 C-110717		CLEANING @ EAST PRE
INVOICE: 2170		FULL DESC:					
012576 AKINS DWAYNE ODIS	2171	291268	CLEANING @ VETERAINS	2018 2 INV A	156.75 C-110717		CLEANING @ VETERAIN
INVOICE: 2171		FULL DESC:					
012576 AKINS DWAYNE ODIS	2172	291269	CLEANING AT POLICE DEPARTMENT	2018 2 INV A	718.75 C-110717		CLEANING AT POLICE
INVOICE: 2172		FULL DESC:					
012576 AKINS DWAYNE ODIS	2173	291261	CLEANING AT EAST PRECINCT	2018 2 INV A	96.75 C-110717		CLEANING AT EAST PR
INVOICE: 2173		FULL DESC:					
012576 AKINS DWAYNE ODIS	2174	291265	CLEANING OF VETERANS	2018 2 INV A	156.75 C-110717		CLEANING OF VETERAN
INVOICE: 2174		FULL DESC:					
012576 AKINS DWAYNE ODIS	2175	291266	CLEANING OF POLICE DEPT.	2018 2 INV A	718.75 C-110717		CLEANING OF POLICE
INVOICE: 2175		FULL DESC:					
012576 AKINS DWAYNE ODIS	2176	291260	CLEANING OF EAST PRECINCT	2018 2 INV A	96.75 C-110717		CLEANING OF EAST PR
INVOICE: 2176		FULL DESC:					
012576 AKINS DWAYNE ODIS	2177	291264	CLEANING OF VETERAINS	2018 2 INV A	156.75 C-110717		CLEANING OF VETERRAI
INVOICE: 2177		FULL DESC:					
					2,916.75		
014437 CB RICHARD ELLIS COR	643668	291231	COURT	2018 2 INV A	441.87 C-110717		COURT
INVOICE: 643668		FULL DESC:					
015888 MAC'S A/C & REFRIGER	72254	290829	HVAC PREV. MAINT. PER CONTRACT	2018 1 INV A	2,050.00 C-110717		HVAC PREV. MAINT. P
INVOICE: 72254		FULL DESC:					
016182 H&H SERVICES GROUP	69725	291223	FILTER SERVICES	2018 2 INV A	35.00 C-110717		FILTER SERVICES
INVOICE: 69725		FULL DESC:					
016517 UPCHURCH SERVICES, L	113858	291006	HVAC SERVICE @ SOUTHAVEN GOLF CENTER	2018 2 INV A	168.53 C-110717		HVAC SERVICE @ SOUT
INVOICE: 113858		FULL DESC:					
016517 UPCHURCH SERVICES, L	113858-1	291007	HVAC SERV. @ SOUTHAVEN GOLF CENTER	2018 2 INV A	77.04 C-110717		HVAC SERV. @ SOUTH
INVOICE: 113858-1		FULL DESC:					
016517 UPCHURCH SERVICES, L	114574	291010	HVAC SERV. @ SNOWDEN HOME	2018 2 INV A	157.00 C-110717		HVAC SERV. @ SNOWDE
INVOICE: 114574		FULL DESC:					

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CITY OF SOUTHAVEN

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YEAR/PERIOD: 2017/1 TO 2018/2

ACCOUNT/VENDOR

DOCUMENT

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WARRANT

CHECK

DESCRIPTION

019694 MID-SOUTH TELECOM
INVOICE: 51336

291270
FULL DESC:

PHONE SERVICE @ CITY HALL

489.75 C-110717

PHONE SERVICE @ CIT

020951 TWO GIRLS AND A BROO
INVOICE: 1710

291272
FULL DESC:

CLEANING @ PEPPERCHASE

595.00 C-110717

CLEANING @ PEPPERCH

022372 OVERALL CHEMICAL COM
INVOICE: 4082

290813
FULL DESC:

CLEANING WEEK OF 10-9-17

1,535.00 C-110717

CLEANING WEEK OF 10

022372 OVERALL CHEMICAL COM
INVOICE: 4085

290812
FULL DESC:

CLEANING/ WEEK OF 10-16-17

1,815.00 C-110717

CLEANING/ WEEK OF 1

022372 OVERALL CHEMICAL COM
INVOICE: 4087

291129
FULL DESC:

CLEANING - COURT HOUSE/CITY HALL

1,535.00 C-110717

CLEANING - COURT HO

4,885.00

ACCOUNT TOTAL

18,045.57

019761 BUSINESS AND LEGAL
INVOICE: 110117

291236
FULL DESC:

PROFESSIONAL SERVICES
2018 2 INV A
BLR MEMBERSHIP

4,230.00 C-110717

BLR MEMBERSHIP

024875 ADP LLC
INVOICE: 501692113

290328
FULL DESC:

ACCT 1184702

37.00 C-110717

ACCT 1184702

4,267.00

ACCOUNT TOTAL

4,267.00

000759 LEHMAN ROBERTS CO
INVOICE: 102017

291347
FULL DESC:

STREET IMPROVEMENT
2018 2 INV A
1ST PROJECT 2018 OVERLAY

27,033.26 C-110717

1ST PROJECT 2018 OV

018221 CIVIL-LINK, LLC
INVOICE: 72856

290978
FULL DESC:

CITY PAVEMENT PRESERVATION PROG.

14,925.26 C-110717

CITY PAVEMENT PRESE

009591 TRI FIRMA
INVOICE: 50320B

291002
FULL DESC:

DRAINAGE MAINTENANCE
2018 2 INV A
DRAINAGE MAINT. @ 4843 NELSON DR

8,572.71 C-110717

DRAINAGE MAINT. @ 4

009591 TRI FIRMA
INVOICE: 50320B

291002
FULL DESC:

ACCOUNT TOTAL

41,958.52

ACCOUNT TOTAL

000354 METER SERVICE AND SU
INVOICE: 10148

291234
FULL DESC:

STONE HEDGE

26,280.00 C-110717

STONE HEDGE

009591 TRI FIRMA
INVOICE: 50320B

291180
FULL DESC:

WHITWORTH EAST-DRAINAGE
2018 2 INV A

10,293.40 C-110717

WHITWORTH EAST-DRAI

009591 TRI FIRMA
INVOICE: 50320B

291182
FULL DESC:

WHITWORTH WEST/ DRAINAGE

10,868.00 C-110717

WHITWORTH WEST/ DRA

009591 TRI FIRMA
INVOICE: 50340B

291233
FULL DESC:

WHITWORTH/MOSS POINT EAST

9,584.94 C-110717

WHITWORTH/MOSS POIN

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FY2018 CLAIMS DOCKET C-110717

YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
009591 TRI FIRMA	50350B	291235	2018 2 INV A		110,941.70	C-110717	STONEHEDGE PIPE
INVOICE:		FULL DESC:	STONEHEDGE PIPE		141,688.04		
					167,968.04		
			ACCOUNT TOTAL				
0010-900-902-00-625220-	50260B	291000	STREET MAINTENANCE		3,456.94	C-110717	STREET MAINT. @ ANS
009591 TRI FIRMA		FULL DESC:	STREET MAINT. @ ANSLEY PARK INLETS		7,411.05	C-110717	STREET MAINT. @ 866
009591 TRI FIRMA	50270B	291004	2018 2 INV A				
INVOICE:		FULL DESC:	STREET MAINT. @ 8668 MILLBRANCH		10,867.99		
					10,867.99		
			ACCOUNT TOTAL				
0010-900-902-00-625250-		290985	INTERSECTION MODERNIZATION		52,876.57	C-110717	INTERSECTION MODERN
000497 DESOTO COUNTY ELECTCR PAYAPP. 2		FULL DESC:	INTERSECTION MODERNIZATION				
INVOICE:			ACCOUNT TOTAL		52,876.57		
			ORG 902 TOTAL		361,920.39		
			LITIGATION				
0010-900-904-00-629100-	529457	291232	CLAIMS PAYMENTS		2,804.00	C-110717	POLICY 14R86999-ZLP
01139 TRAVELERS		FULL DESC:	POLICY 14R86999-ZLP				
INVOICE:			ACCOUNT TOTAL		2,804.00		
			ORG 904 TOTAL		2,804.00		
			LIABILITY INSURANCE				
0010-900-905-00-629300-	12252	291348	INSURANCE-LIABILITY		12,250.00	C-110717	EMPLOYEE BOND RENEW
16199 HOLLAND INSURANCE		FULL DESC:	EMPLOYEE BOND RENEWALS				
INVOICE:			ACCOUNT TOTAL		12,250.00		
			ORG 905 TOTAL		12,250.00		
			TOTAL:		820,114.82		
FUND 0010 GENERAL FUND							

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FY2018 CLAIMS DOCKET C-110717

YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

1100-710-711-00-614510- BOND PROJECT EXPENSES
000212 FERRELL PAVING INC PAYAPP-4 290967 CARRIAGE HILLS SIDEWALK
INVOICE: 10202017 FULL DESC: CARRIAGE HILL BIKE PATH 2018 2 INV A
40,715.74 C-110717 CARRIAGE HILL BIKE

1100-710-711-00-640900- BOND EXPENSE
000759 LEHMAN ROBERTS CO 10202017 291346 2018 2 INV A
INVOICE: 10202017 FULL DESC: STARLANDING ROAD OVERLAY
79,766.75 C-110717 STARLANDING ROAD OV

010865 RELIABLE EQUIPMENT 2529 291355 18000006 2018 2 INV A
INVOICE: 2529 FULL DESC: NEW TRACTOR & MOWER EQUIPMENT
010865 RELIABLE EQUIPMENT 2530 291356 18000006 2018 2 INV A
INVOICE: 2530 FULL DESC: NEW TRACTOR & MOWER EQUIPMENT
12,107.00 C-110717 NEW TRACTOR & MOWER

1100-710-711-00-640910- ACCOUNT TOTAL 341,149.00
001169 ELLIOTT & BRITT ENGI PAYAPP26 290992 SWINNEA ROAD 14
INVOICE: FULL DESC: GETWELL RD WIDENING STATELINE 2018 2 INV A
19,416.67 C-110717 GETWELL RD WIDENING

FUND 0100 BOND FUNDED CAP PROJ
ORG 711 TOTAL 481,048.16
TOTAL: 481,048.16

Minutes, City of Southaven, Southaven, Mississippi



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FY2018 CLAIMS DOCKET C-110717

YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0400-000-000-00-211300- UTILITY FUND
027452 KELLY DABBS COMMERCI 110617 SALES TAX PAYABLE
INVOICE: 110617 291279 2018 2 INV A 119.00 C-110717 REFUND 2 WATER TAP
FULL DESC: REFUND 2 WATER TAP FEES/5740 GETWELL 11&12

0400-000-000-00-212700-
027439 ROCKIEMORE ONTARIO & 102417 CUSTOMER DEPOSITS
INVOICE: 102417 290629 2018 1 INV A 125.00 C-110717 DEPOSIT SUPPOSE TO
FULL DESC: DEPOSIT SUPPOSE TO BE IN RENTAL CO. NAME
ACCOUNT TOTAL 125.00

0400-000-000-00-510101-
027439 ROCKIEMORE ONTARIO & 102417 BANK FEES COLL.
INVOICE: 102417 290629 2018 1 INV A 1.00 C-110717 DEPOSIT SUPPOSE TO
FULL DESC: DEPOSIT SUPPOSE TO BE IN RENTAL CO. NAME
ACCOUNT TOTAL 1.00

0400-000-000-00-562500-
027452 KELLY DABBS COMMERCI 110617 TAP FEES-WATER
INVOICE: 110617 291279 2018 2 INV A 1,700.00 C-110717 REFUND 2 WATER TAP
FULL DESC: REFUND 2 WATER TAP FEES/5740 GETWELL 11&12
ACCOUNT TOTAL 1,700.00
ORG 0400 TOTAL 1,945.00

0400-800-811-00-650901- UTILITY EXPENSE ACCOUNTS
002848 HORN LAKE CREEK BASI OCT202017 HORN LAKE CREEK BASIN LOAN PYM
INVOICE: 291147 2018 2 INV A 6,922.80 C-110717 OCT 2017 HL CREEK B
FULL DESC: OCT 2017 HL CREEK BASIN INTERCEPTOR SEWER
ACCOUNT TOTAL 6,922.80

0400-800-811-00-650905-
004646 DESOTO COUNTY REGION 1736 DCRUA SEWER TREATMENT FEE
INVOICE: 1736 291107 2018 2 INV A 60,570.08 C-110717 NOV. 2017 SEWER FEE
FULL DESC: NOV. 2017 SEWER FEES
ACCOUNT TOTAL 60,570.08
ORG 811 TOTAL 67,492.88

0400-800-815-00-625300- UTILITY CAPITAL IMPROVEMENTS
007766 CENTRAL PIPE SUPPLY, S100116148.1 291091 EXTENSION & OTHER IMPROVEMENTS
INVOICE: 291219 2018 2 INV A 3,620.00 C-110717 3/4" CELL
FULL DESC: 3/4" CELL
ACCOUNT TOTAL 3,620.00

018221 CIVIL-LINK, LLC 72859
INVOICE: 72859 291219 2018 2 INV A 2,926.56 C-110717 COE PLANNING ASST.
018221 CIVIL-LINK, LLC 72860 291217 2018 2 INV A 4,454.58 C-110717 WATER VALVE OPER &

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

018221 CIVIL-LINK, LLC	72861	291215	2018 2 INV A	16,107.84	C-110717	FIRE SERVICE/ EXT.
INVOICE: 72861		FULL DESC:	FIRE SERVICE/ EXT. PHASE 1			
018221 CIVIL-LINK, LLC	72862	291213	2018 2 INV A	3,035.03	C-110717	FIRE SERVICE/ EXT.
INVOICE: 72862		FULL DESC:	FIRE SERVICE/ EXT. PHASE 2			
018221 CIVIL-LINK, LLC	72863	291212	2018 2 INV A	7,297.84	C-110717	STARLANDING WATER S
INVOICE: 72863		FULL DESC:	STARLANDING WATER SUPPLY IMP.			

027027 TAYLOR CONSTRUCTION	30578	291357	2018 2 INV A	38,700.00	C-110717	WATER LINE BORE FOR
INVOICE: 30578		FULL DESC:	WATER LINE BORE FOR HORN LAKE			

0400-800-815-00-625305-			ACCOUNT TOTAL	76,141.85		
004494 J R STEWART	32408	291225	SANITARY SEWER EXTENSION			
INVOICE: 32408		FULL DESC:	GRINDER PUMPS & BAF FITTINGS F	28,560.00	C-110717	GRINDER PUMPS & BAF
004494 J R STEWART	32418	291073	18000004 2018 2 INV A	7,960.00	C-110717	GRINDER PUMPS & BAF
INVOICE: 32418		FULL DESC:	GRINDER PUMPS & BAF FITTINGS F			

011578 CORE & MAIN LP	H938528	291046	2018 2 INV A	440.00	C-110717	CONCRETE METER BOXE
INVOICE:		FULL DESC:	CONCRETE METER BOXES/ HUNTER RD			

0400-800-820-00-610400-			ACCOUNT TOTAL	36,960.00		
001213 TRI-STATE TROPHY	64985	291171	ORG 815 TOTAL	113,101.85		
INVOICE: 64985		FULL DESC:	UTILITY ADMINISTRATIVE EXPENSE			
			OFFICE SUPPLIES			
			2018 2 INV A	360.00	C-110717	NAME PLATES

007600 OFFICE DEPOT	967521107001	291049	2018 2 INV A	89.77	C-110717	CALCULATOR
INVOICE: 967521107001		FULL DESC:	2018 2 INV A			
007600 OFFICE DEPOT	971151901001	291179	2018 2 INV A	172.60	C-110717	PLANNERS, MOUSE PAD
INVOICE: 971151901001		FULL DESC:	PLANNERS, MOUSE PADS, MARKERS			
007600 OFFICE DEPOT	971152065001	291178	2018 2 INV A	14.71	C-110717	MOUSE PAD
INVOICE: 971152065001		FULL DESC:	MOUSE PAD			
007600 OFFICE DEPOT	971438999001	291203	2018 2 INV A	899.96	C-110717	CHAIRS FOR CITY HAL
INVOICE: 971438999001		FULL DESC:	CHAIRS FOR CITY HALL/WATER			

0400-800-820-00-625700-			ACCOUNT TOTAL	1,177.04		
017546 ARIISTA	1414201710	291153	TELEPHONE & POSTAGE	1,537.04		
INVOICE: 1414201710		FULL DESC:	2018 2 INV A			
			POSTAGE FOR OCT. 2017	8,739.85	C-110717	POSTAGE FOR OCT. 20

ACCOUNT TOTAL 8,739.85

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YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
018221 CIVIL-LINK, LLC	72861	291215	2018 2 INV A				FIRE SERVICE/ EXT.
INVOICE: 72861		FULL DESC:	FIRE SERVICE/ EXT. PHASE 1				
018221 CIVIL-LINK, LLC	72862	291213	2018 2 INV A				FIRE SERVICE/ EXT.
INVOICE: 72862		FULL DESC:	FIRE SERVICE/ EXT. PHASE 2				
018221 CIVIL-LINK, LLC	72863	291212	2018 2 INV A				STARLANDING WATER S
INVOICE: 72863		FULL DESC:	STARLANDING WATER SUPPLY IMP.				
				33,821.85			
027027 TAYLOR CONSTRUCTION	30578	291357	18000021 2018 2 INV A				WATER LINE BORE FOR
INVOICE: 30578		FULL DESC:	WATER LINE BORE FOR HORN LAKE				
				38,700.00 C-110717			
		ACCOUNT TOTAL		76,141.85			
0400-800-815-00-625305-							
004494 J R STEWART	32408	291225	SANITARY SEWER EXTENSION				GRINDER PUMPS & BAF
INVOICE: 32408		FULL DESC:	18000004 2018 2 INV A				
004494 J R STEWART	32418	291073	GRINDER PUMPS & BAF FITTINGS F				GRINDER PUMPS & BAF
INVOICE: 32418		FULL DESC:	18000004 2018 2 INV A				
			GRINDER PUMPS & BAF FITTINGS F				
				7,960.00 C-110717			
				36,520.00			
011578 CORE & MAIN LP	H938528	291046	2018 2 INV A				CONCRETE METER BOXE
INVOICE:		FULL DESC:	CONCRETE METER BOXES/ HUNTER RD				
				440.00 C-110717			
		ACCOUNT TOTAL		36,960.00			
		ORG 815 TOTAL		113,101.85			
0400-800-820-00-610400-							
001213 TRI-STATE TROPHY	64985	291171	UTILITY ADMINISTRATIVE EXPENSE				NAME PLATES
INVOICE: 64985		FULL DESC:	OFFICE SUPPLIES				
			2018 2 INV A				
				360.00 C-110717			
007600 OFFICE DEPOT	967521107001	291049	2018 2 INV A				CALCULATOR
INVOICE: 967521107001		FULL DESC:	CALCULATOR				
007600 OFFICE DEPOT	971151901001	291179	2018 2 INV A				PLANNERS, MOUSE PAD
INVOICE: 971151901001		FULL DESC:	PLANNERS, MOUSE PADS, MARKERS				
007600 OFFICE DEPOT	971152065001	291178	2018 2 INV A				MOUSE PAD
INVOICE: 971152065001		FULL DESC:	MOUSE PAD				
007600 OFFICE DEPOT	971438999001	291203	2018 2 INV A				CHAIRS FOR CITY HAL
INVOICE: 971438999001		FULL DESC:	CHAIRS FOR CITY HALL/WATER				
				899.96 C-110717			
				1,177.04			
		ACCOUNT TOTAL		1,537.04			
0400-800-820-00-625700-							
17546 ARISTA	1414201710	291153	2018 2 INV A				POSTAGE FOR OCT. 20
INVOICE: 1414201710		FULL DESC:	POSTAGE FOR OCT. 2017				
				8,739.85 C-110717			
		ACCOUNT TOTAL		8,739.85			

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

400-800-820-00-626500-
017546 ARISTA 24157 291155 PRINTING
FULL DESC: WATER BILLS PRINTED OCT 2017 2,873.88 C-110717 WATER BILLS PRINTED

400-800-825-00-610400-
002227 JACKSON PAPER COMPAN 1028165 290285 UTILITY MAINTENANCE EXPENSES
INVOICE: 1028165 FULL DESC: SUPPLIES 2018 1 INV A 79.50 C-110717 SUPPLIES
ACCOUNT TOTAL 2,873.88
ORG 820 TOTAL 13,150.77

007600 OFFICE DEPOT 971152066001 291177 PAINT PENS 2018 2 INV A 11.97 C-110717 PAINT PENS
INVOICE: 971152066001 FULL DESC: ACCOUNT TOTAL 91.47

400-800-825-00-611000-
000354 METER SERVICE AND SU 10035 291201 MATERIALS
INVOICE: 10035 FULL DESC: GATE VALVE, PVC, VALVE BOX, ETC 2018 2 INV A 2,362.40 C-110717 GATE VALVE, PVC, VA
000354 METER SERVICE AND SU 10061 291088 SADDLE 2018 2 INV A 104.00 C-110717 SADDLE
INVOICE: 10061 FULL DESC: SADDLE 2018 2 INV A 533.50 C-110717 PVC COUPLINGS
000354 METER SERVICE AND SU 10062 291087 PVC COUPLINGS 2018 2 INV A 4,791.60 C-110717 GATE VALVES
INVOICE: 10062 FULL DESC: GATE VALVES 2018 2 INV A 1,890.00 C-110717 METER BOXES & LIDS
000354 METER SERVICE AND SU 10091 291202 GATE VALVES 2018 2 INV A 483.20 C-110717 MEGA - LUG FOR PVC
INVOICE: 10091 FULL DESC: METER BOXES & LIDS 2018 2 INV A 790.80 C-110717 SADDLES, CURBSTOPS, ETC
000354 METER SERVICE AND SU 10116 291209 METER BOXES & LIDS 2018 2 INV A 489.76 C-110717 ELBOWS, CLEANER & C
INVOICE: 10116 FULL DESC: MEGA - LUG FOR PVC 2018 2 INV A 169.00 C-110717 VALVE KEY KIT
000354 METER SERVICE AND SU 9904 291162 SADDLES, CURBSTOPS, ETC 2018 2 INV A 4,195.50 C-110717 CURBS TOPS & COUPLI
INVOICE: 9904 FULL DESC: ELBOWS, CLEANER & CEMENT 2018 2 INV A 127.90 C-110717 12" CAP WITH ACCESS
000354 METER SERVICE AND SU 9905 291157 VALVE KEY KIT 2018 2 INV A 82.14 C-110717 GATE VALVE AND COUP
INVOICE: 9905 FULL DESC: CURBS TOPS & COUPLINGS 2018 2 INV A
000354 METER SERVICE AND SU 9906 291108 VALVE KEY KIT 2018 2 INV A
INVOICE: 9906 FULL DESC: 12" CAP WITH ACCESSORIES 2018 2 INV A
000354 METER SERVICE AND SU 9907 291109 CURBS TOPS & COUPLINGS 2018 2 INV A
INVOICE: 9907 FULL DESC: GATE VALVE AND COUPLINGS 2018 2 INV A
000354 METER SERVICE AND SU 9994 291187 GATE VALVE AND COUPLINGS 2018 2 INV A
INVOICE: 9994 FULL DESC: 16,019.80
000354 METER SERVICE AND SU 9998 291186 BATTERY CHARGER 2018 2 INV A 90.77 C-110717 BATTERY CHARGER
INVOICE: 9998 FULL DESC: SPREADER & SEED 2018 2 INV A 50.70 C-110717 SPREADER & SEED

000457 GRAINGER 9582577806 291047 BATTERY CHARGER 2018 2 INV A 90.77 C-110717 BATTERY CHARGER
INVOICE: 9582577806 FULL DESC: SPREADER & SEED 2018 2 INV A 50.70 C-110717 SPREADER & SEED
000665 DESOTO COUNTY COOPER 89459 291050 SPREADER & SEED 2018 2 INV A 50.70 C-110717 SPREADER & SEED
INVOICE: 89459 FULL DESC: SPREADER & SEED 2018 2 INV A 50.70 C-110717 SPREADER & SEED

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	00687 SOUTHERN PIPE & SUPP	1239513	291205	2018	2 INV A	160.50	C-110717	TRACER WIRE
	INVOICE: 1239513		FULL DESC: 291207	2018	2 INV A	101.20	C-110717	CUTTER/WHEEL/CUTTING TOOL/TUBING CUTTER
	00687 SOUTHERN PIPE & SUPP	1265607				261.70		
	INVOICE: 1265607		FULL DESC: CUTTER/WHEEL/CUTTING TOOL/TUBING CUTTER					
	000989 ICM OF MEMPHIS	3001704	291043	2018	2 INV A	829.00	C-110717	LOCATOR
	INVOICE: 3001704		FULL DESC: LOCATOR					
	001102 SOUTHAVEN SUPPLY	299386	291112	2018	2 INV A	720.85	C-110717	MISC SUPPLIES
	INVOICE: 299386		FULL DESC: MISC SUPPLIES					
	001320 MARTIN MACHINE WORKS	1112	291167	2018	2 INV A	275.00	C-110717	4" GATE VALVE
	INVOICE: 1112		FULL DESC: 4" GATE VALVE					
	004494 J R STEWART	32387	291042	2018	2 INV A	2,600.00	C-110717	DUPLEX PANEL W/ SMA
	INVOICE: 32387		FULL DESC: DUPLEX PANEL W/ SMART START					
	004494 J R STEWART	32409	291204	2018	2 INV A	2,723.98	C-110717	FLOAT TREES
	INVOICE: 32409		FULL DESC: FLOAT TREES					
	005044 LOWE'S HOME CENTERS,	102517	291273	2018	2 INV A	1,132.77	C-110717	LOWE'S CREDIT
	INVOICE: 102517		FULL DESC: LOWE'S CREDIT					
	006917 THE SHOP	2780	291216	2018	2 INV A	65.00	C-110717	LETTERING FOR DROB
	INVOICE: 2780		FULL DESC: LETTERING FOR DROB					
	006917 THE SHOP	2781	291256	2018	2 INV A	225.00	C-110717	PUMP STATION STICKE
	INVOICE: 2781		FULL DESC: PUMP STATION STICKERS					
	007304 O'REILLYS AUTO PARTS	1257-333057	290593	2018	1 INV A	59.89	C-110717	MISC. SUPPLIES
	INVOICE: 1257-333057		FULL DESC: MISC. SUPPLIES					
	007304 O'REILLYS AUTO PARTS	1257-333786	291029	2018	2 INV A	13.48	C-110717	VENT DIFFUSER & POC
	INVOICE: 1257-333786		FULL DESC: VENT DIFFUSER & POCKET KNIFE					
	007304 O'REILLYS AUTO PARTS	1791-426520	291045	2018	2 INV A	12.27	C-110717	POWER RTD BELT
	INVOICE: 1791-426520		FULL DESC: POWER RTD BELT					
	007766 CENTRAL PIPE SUPPLY,	S100115696.1	291199	2018	2 INV A	3,000.00	C-110717	4" BADGER METER
	INVOICE: S100115696.1		FULL DESC: 4" BADGER METER					
	007766 CENTRAL PIPE SUPPLY,	S100117354.1	291044	2018	2 INV A	4,998.75	C-110717	3/4" METERS
	INVOICE: S100117354.1		FULL DESC: 3/4" METERS					
	007766 CENTRAL PIPE SUPPLY,	S100117558.1	291200	2018	2 INV A	1,785.00	C-110717	1" METERS & FIRE HY
	INVOICE: S100117558.1		FULL DESC: 1" METERS & FIRE HYDRANT METER					
	007766 CENTRAL PIPE SUPPLY,	S100117677.1	291191	2018	2 INV A	985.00	C-110717	3" HYDRANT METER &
	INVOICE: S100117677.1		FULL DESC: 3" HYDRANT METER & ADAPTERS					
	007766 CENTRAL PIPE SUPPLY,	S100115586.8	291257	2018	2 INV A	2,103.75	C-110717	CREDIT
	INVOICE: S100115586.8		FULL DESC: CREDIT					

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VOUCHER PO YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

INVOICE:

FULL DESC: CREDIT

8,665.00

007819 TOPMOST CHEMICAL
INVOICE: 657202
007819 TOPMOST CHEMICAL
INVOICE: 657202-1

657202 291048
FULL DESC: GLOVES/ PAPERTOWELS
291181
FULL DESC: 18" GLOVES

2018 2 INV A
2018 2 INV A

1,013.05 C-110717
54.88 C-110717

GLOVES/ PAPERTOWELS
18" GLOVES

010235 SPORTSMAN'S WAREHOUS 211-04138
INVOICE:

291053
FULL DESC: PHONE CASE & JACKET

2018 2 INV A

151.98 C-110717

PHONE CASE & JACKET

011578 CORE & MAIN LP
INVOICE: H944290
011578 CORE & MAIN LP
INVOICE: H950641
011578 CORE & MAIN LP
INVOICE: H964799

H944290 291185
FULL DESC: RESETTERS
291183
FULL DESC: COUPLINGS, CURBSTOPS, ADAPTERS ETC
291214
FULL DESC: CURBSTOPS

2018 2 INV A
2018 2 INV A
2018 2 INV A

497.90 C-110717
982.97 C-110717
2,232.29 C-110717

RESETTERS
COUPLINGS, CURBSTOP
CURBSTOPS

013650 BATTERIES PLUS
INVOICE: 374-299948

291165
FULL DESC: BATTERIES FOR LOCATORS

2018 2 INV A

17.95 C-110717

BATTERIES FOR LOCAT

015408 J & J MAINTENANCE SU 14002
INVOICE: 14002

291208
FULL DESC: FIRST AID KIT FOR TRUCKS

2018 2 INV A

538.45 C-110717

FIRST AID KIT FOR T

022728 FENCING SOLUTIONS & 17-236
INVOICE:

290591
FULL DESC: FENCE FOR NEW PUMP STATION/ TENNIS CENTER

2018 1 INV A

3,530.00 C-110717

FENCE FOR NEW PUMP

ACCOUNT TOTAL

42,764.68

400-800-825-00-611100-
001146 IDEAL CHEMICAL
INVOICE: 206880
001146 IDEAL CHEMICAL
INVOICE: 206881
001146 IDEAL CHEMICAL
INVOICE: 206882

206880 291040
FULL DESC: FLUORIDE/LIME/CHLORINE FOR WHITWORTH WP
291041
FULL DESC: FLUORIDE/LIME FOR GREENBROOK WP
291039
FULL DESC: CHLORINE/ GREENBROOK WP

2018 2 INV A
2018 2 INV A
2018 2 INV A

1,354.50 C-110717
998.00 C-110717
560.00 C-110717

FLUORIDE/LIME/CHLOR
FLUORIDE/LIME FOR G
CHLORINE/ GREENBROO

005073 MOMAR
INVOICE:

PSI202278 291141
FULL DESC: DRAIN OX

2018 2 INV A

398.48 C-110717

DRAIN OX

ACCOUNT TOTAL

3,310.98

400-800-825-00-611300-
000836 CEMENT INC
INVOICE: 6043065

291893
FULL DESC: ROUTINE MAINTENANCE TRUCK #809

MAINTENANCE VEHICLES
2018 2 INV A

129.85 C-110717

ROUTINE MAINTENANCE

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	000836 COUNTRY FORD INC	6043248	291092	2018 2 INV A	79.50 C-110717		ROUTINE MAINTENANCE
	INVOICE: 6043248		FULL DESC:	ROUTINE MAINTENANCE TRUCK #804			
					209.35		
	007304 O'REILLYS AUTO PARTS	1257-333784	291220	2018 2 INV A	67.45 C-110717		SEAT COVERS & WIPES
	INVOICE:		FULL DESC:	SEAT COVERS & WIPES			
					276.80		
				ACCOUNT TOTAL			
	000-800-825-00-612200-			MAINTENANCE EQUIPMENT & BUILD			
	000709 WILLIAMS EQUIPMENT & W3364361		291070	2018 2 INV A	448.32 C-110717		REPAIRS TO BOBCAR T
	INVOICE:		FULL DESC:	REPAIRS TO BOBCAR T-750			
	000709 WILLIAMS EQUIPMENT & W3364362		291069	2018 2 INV A	385.03 C-110717		REPAIRS TO HOB CAT
	INVOICE:		FULL DESC:	REPAIRS TO HOB CAT T 870			
					833.35		
	000883 AMERICAN TIRE REPAIR	132439	291030	2018 2 INV A	491.44 C-110717		TIRES FOR TRAILER
	INVOICE: 132439		FULL DESC:	TIRES FOR TRAILER			
	007304 O'REILLYS AUTO PARTS	1257-333355	291060	2018 2 INV A	14.00 C-110717		FUEL & OIL FILTER/
	INVOICE:		FULL DESC:	FUEL & OIL FILTER/CASE BACKHOE			
	007304 O'REILLYS AUTO PARTS	1257-334098	291054	2018 2 INV A	41.97 C-110717		MOTOR OIL FOR CASE
	INVOICE:		FULL DESC:	MOTOR OIL FOR CASE BACKHOE			
	007304 O'REILLYS AUTO PARTS	1257-334338	291055	2018 2 INV A	138.44 C-110717		TRUCK FUEL TREATMEN
	INVOICE:		FULL DESC:	TRUCK FUEL TREATMENT/CLEANING SUPPLIES			
	007304 O'REILLYS AUTO PARTS	1791-425937	291110	2018 2 INV A	101.72 C-110717		WINDSHIELD WASHER F
	INVOICE:		FULL DESC:	WINDSHIELD WASHER FLUID FOR TRUCKS			
	007304 O'REILLYS AUTO PARTS	1791-426413	290592	2018 1 INV A	143.36 C-110717		TRUCK BATTERY & CHA
	INVOICE:		FULL DESC:	TRUCK BATTERY & CHARGER			
	007304 O'REILLYS AUTO PARTS	1791-426445	291151	2018 2 INV A	75.57 C-110717		TAIL LIGHT & JUMPER
	INVOICE:		FULL DESC:	TAIL LIGHT & JUMPER CABLES TRAILER #803			
					515.06		
	010622 GREEN KING SPRAY SER	156	291059	2018 2 INV A	810.00 C-110717		WATER TREATMENT FOR
	INVOICE: 156		FULL DESC:	WATER TREATMENT FOR CITY HALL POND			
				ACCOUNT TOTAL	2,649.85		
	000-800-825-00-612500-			UNIFORMS			
	000983 PARAMOUNT UNIFORMS R	479292	291111	2018 2 INV A	93.80 C-110717		UNIFORMS
	INVOICE: 479292		FULL DESC:	UNIFORMS			
	000983 PARAMOUNT UNIFORMS R	480943	291190	2018 2 INV A	93.80 C-110717		UNIFORMS
	INVOICE: 480943		FULL DESC:	UNIFORMS			
	000983 PARAMOUNT UNIFORMS R	482528	291166	2018 2 INV A	93.80 C-110717		UNIFORMS
	INVOICE: 482528		FULL DESC:	UNIFORMS			
					281.40		

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ACCOUNT/VENDOR

DOCUMENT

VOUCHER PO

YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

INVOICE: 87014

FULL DESC: UNIFORM HATS

010235 SPORTSMAN'S WAREHOUS 211-04136

291051

2018 2 INV A

373.31 C-110717

BDB/ETC. FOR NEW EM

010235 SPORTSMAN'S WAREHOUS 211-04139

291052

2018 2 INV A

2,053.52 C-110717

BOOTS FOR DEPARTMEN

010235 SPORTSMAN'S WAREHOUS 211-04146

291218

2018 2 INV A

164.99 C-110717

UNIFORMS WINTER CLO

010235 SPORTSMAN'S WAREHOUS 211-04156

291211

2018 2 INV A

234.98 C-110717

BIBS & PHONE CASES

INVOICE:

FULL DESC:

BIBS & PHONE CASES

2,826.80

BIBS & PHONE CASES

ACCOUNT TOTAL

3,604.43

400-800-825-00-622100-

001320 MARTIN MACHINE WORKS 1105

291168

2018 2 INV A

595.00 C-110717

WELD PIPE FOR RISER

INVOICE: 1105

FULL DESC:

WELD PIPE FOR RISER @ WHITWORTH

005329 TENCARVA MACHINERY C 663728

291193

2018 2 INV A

2,193.85 C-110717

REPAIRS TO RUSS COV

005329 TENCARVA MACHINERY C 667077

291089

2018 2 INV A

226.00 C-110717

REPAIRS AT K-MART

005329 TENCARVA MACHINERY C 667495

291206

2018 2 INV A

1,383.05 C-110717

REPAIRS AT RUSS CV

INVOICE: 667495

FULL DESC:

REPAIRS AT RUSS CV

3,802.90

REPAIRS AT RUSS CV

009195 GAINES, ROBERT

291160

2018 2 INV A

4,972.50 C-110717

SCADA SERVICES FOR

INVOICE: 1194

FULL DESC:

SCADA SERVICES FOR OCT 2017

018221 CIVIL-LINK, LLC

291226

2018 2 INV A

898.56 C-110717

WATER LINE BORE FOR

018221 CIVIL-LINK, LLC

291221

2018 2 INV A

1,127.71 C-110717

SANITARY SEWER SERV

INVOICE: 72858

FULL DESC:

SANITARY SEWER SERVICE MOD.

2,026.27

SANITARY SEWER SERV

025672 WISSCO

291150

2018 2 INV A

350.00 C-110717

SEWER METER CALIBRA

INVOICE: 15693

FULL DESC:

SEWER METER CALIBRATION

11,746.67

SEWER METER CALIBRA

400-800-825-00-626900-

001339 CREDIT CARD CENTER

290560

2018 1 INV A

1,480.00 C-110717

BANCORSOUTH CREDIT

INVOICE: 10182017

FULL DESC:

BANCORSOUTH CREDIT

1,480.00

BANCORSOUTH CREDIT

400-800-825-00-650903-

INTERCEPTOR SEWER TREATMENT

2818

2017 2 INV A

118,683.91 C-110717

OCT. 2017 SEWER TRE

INVOICE: 10202017

FULL DESC:

OCT. 2017 SEWER TREATMENT

1,480.00

OCT. 2017 SEWER TRE

Minutes, City of Southaven, Southaven, Mississippi

11/03/2017 15:05
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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-110717

P 49
apinvgl a



YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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ACCOUNT TOTAL				118,683.91			
ORG 825 TOTAL				184,608.79			
FUND 0400 UTILITY FUND				TOTAL: 380,299.29			

Minutes, City of Southaven, Southaven, Mississippi

11/03/2017 15:05

CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-110717

P 50
apinvgl

YEAR/PERIOD: 2017/1 TO 2018/2

ACCOUNT/VENDOR

DOCUMENT

VOUCHER PO

YEAR/PR TYP S

WARRANT CHECK

DESCRIPTION

850

000983 PARAMOUNT UNIFORMS R 479293

MAINTENANCE EXPENSES
UNIFORMS

290810 2018 1 INV A

36.65 C-110717

UNIFORMS

INVOICE: 479293

FULL DESC: UNIFORMS

2018 1 INV A

36.65 C-110717

UNIFORMS

INVOICE: 480944

FULL DESC: UNIFORMS

2018 2 INV A

36.95 C-110717

UNIFORMS

INVOICE: 482529

FULL DESC: UNIFORMS

2018 2 INV A

36.95 C-110717

UNIFORMS

110.25

ACCOUNT TOTAL

110.25

005430 CASCADE ENGINEERING 30319859

PROFESSIONAL SERVICES

291224 2018 2 INV A

26,173.00 C-110717

NEW GARBAGE CARTS

INVOICE: 30319859

FULL DESC: NEW GARBAGE CARTS

2018 2 INV A

26,173.00 C-110717

NEW GARBAGE CARTS

007500 SWEEPING CORPORATION 127713-IN

290997 2018 2 INV A

FULL DESC: SWEEPING SERV. PER CONTRACT

600.00 C-110717

SWEEPING SERV. PER

INVOICE:

FULL DESC: SWEEPING SERV. PER CONTRACT

2018 2 INV A

600.00 C-110717

SWEEPING SERV. PER

018967 ARROW DISPOSAL 1626

291258 2018 2 INV A

FULL DESC: GARB. SERV PER CONTRACT

96,625.29 C-110717

GARB. SERV PER CONT

INVOICE: 1626

FULL DESC: GARB. SERV PER CONTRACT

2018 2 INV A

96,625.29 C-110717

GARB. SERV PER CONT

ACCOUNT TOTAL

123,398.29

ORG 850

TOTAL

123,508.54

FUND 0450 SANITATION FUND

TOTAL:

123,508.54

Minutes, City of Southaven, Southaven, Mississippi

YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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ORG 000-000-00-215104-	PAYROLL FUND	PREVENTATIVE HEALTH BENEFIT	133.00	C-110717	NOV. 2017 DUES
1185 DAC	11012017	290627	2018	1 INV A	
INVOICE: 11012017		FULL DESC: NOV. 2017 DUES			

ACCOUNT TOTAL	133.00
ORG 0600 TOTAL	133.00
TOTAL:	133.00

** END OF REPORT - Generated by Nicole Hilario **

Minutes, City of Southaven, Southaven, Mississippi

11/03/2017 15:07	CITY OF SOUTHAVEN		FY2018 CLAIMS DOCKET D-110717		P 1 apinvgl	
1540nbl						
YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
ACCOUNT/VENDOR						
COURT DEPARTMENT						
0010-100-125-00-621505-	COURT SUPPLIES		290704	2018 1 INV P	759.80 D-110717	151881 COURT PHONES/ ACCT
007504 PAETEC	69393380	FULL DESC:	COURT PHONES/	ACCT 61351494		
INVOICE: 69393380						
ACCOUNT TOTAL						
					759.80	
ORG 125 TOTAL						
					759.80	
INFORMATION TECHNOLOGY						
0010-100-150-00-610500-	COMPUTERS		291328	2018 2 INV A	69.70 D-110717	MONTHLY SERVICE
002351 COMCAST	839640101017	FULL DESC:	MONTHLY SERVICE			
INVOICE: 839640101017						
ACCOUNT TOTAL						
					69.70	
NETWORK CONNECTIVITY						
0010-100-150-00-610550-	2018 2 INV A		291327	2018 2 INV A	8,164.97 D-110717	ACCT 61147293/ INTE
007504 PAETEC	69374077	FULL DESC:	ACCT 61147293/	INTERNET & NETWORK CONNECTIVITY		
INVOICE: 69374077						
ACCOUNT TOTAL						
					8,164.97	
ORG 150 TOTAL						
					8,234.67	
POLICE DEPARTMENT						
0010-200-211-00-625700-	TELEPHONE & POSTAGE		290705	2018 1 INV P	236.32 D-110717	151877 300091223/ E. PRECI
001234 CENTURYLINK	30009101017	FULL DESC:	300091223/ E. PRECINCT			
INVOICE: 30009101017						
ACCOUNT TOTAL						
					271.95 D-110717	
002351 COMCAST						
INVOICE: 839640101117	839640101117	FULL DESC:	8396400220139544/ 8691 NORTHWEST			
006142 ACCESS POINT INC	5265419	FULL DESC:	2018 1 INV P	361.40 D-110717	151874 1855 VETERANS/ 3176	
INVOICE: 5265419						
ACCOUNT TOTAL						
					869.67	
ORG 211 TOTAL						
					869.67	
FIRE DEPARTMENT						
0010-200-290-00-625700-	TELEPHONE & POSTAGE		290551	2018 1 INV P	118.16 D-110717	151877 ACCT 300091249/ PHO
001234 CENTURYLINK	300091101017	FULL DESC:	ACCT 300091249/	PHONE STATION 4		
INVOICE: 300091101017						
ACCOUNT TOTAL						
					105.90 D-110717	
002351 COMCAST						
INVOICE: 839640101317	839640101317	FULL DESC:	2018 1 INV P	151830 INTERNET AMPHITHEAT		
006142 ACCESS POINT INC	5265325	FULL DESC:	2018 1 INV P	70.76 D-110717	151874 279025/ PHONE/STATI	
INVOICE: 5265325						
ACCOUNT TOTAL						
					291.82	

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151875 3020521390/ STATION
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UTILITIES

ATTN: 433 467500T 000000T 000000T

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Minutes, City of Southaven, Southaven, Mississippi

11/03/2017 15:07 CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET D-110717

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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

ACCOUNT TOTAL 1,713.61
ORG 315 TOTAL 1,713.61

010-400-411-00-626000-
000166 AT&T

INVOICE: 662280592817 662280592817 290394 66228051366461874
FULL DESC: UTILITIES 2018 1 INV P 44.37 D-110717 151827 66228051366461874

01145 ATMOS ENERGY
INVOICE: 301501102317

INVOICE: 301501102317 291337 3015018239/ 6070 SNOWDEN LN 29.44 D-110717 3015018239/ 6070 SN
FULL DESC: 2018 2 INV A 29.44 D-110717 3015018239/ 6070 SNOWDEN LN

01145 ATMOS ENERGY
INVOICE: 301525102417

INVOICE: 301525102417 291329 3015253332/ 7360 HIGHWAY 51 N 157.95 D-110717 3015253332/ 7360 HI
FULL DESC: 2018 2 INV A 157.95 D-110717 3015253332/ 7360 HIGHWAY 51 N

01145 ATMOS ENERGY
INVOICE: 30154102317

INVOICE: 30154102317 291332 3015476619/6275 SNOWDEN 34.28 D-110717 3015476619/6275 SNO
FULL DESC: 2018 2 INV A 34.28 D-110717 3015476619/6275 SNOWDEN

01145 ATMOS ENERGY
INVOICE: 302069102417

INVOICE: 302069102417 291330 3020696854/ 3278 MAY BLVD 89.06 D-110717 3020696854/ 3278 MA
FULL DESC: 2018 2 INV A 89.06 D-110717 3020696854/ 3278 MAY BLVD

001234 CENTURYLINK
INVOICE: 300095101017

INVOICE: 300095101017 290531 300095240/ SHOP PHONE 24 D-110717 300095240/ SHOP PHO
FULL DESC: 2018 1 INV P 24 D-110717 300095240/ SHOP PHONE

001234 CENTURYLINK
INVOICE: 300096101017

INVOICE: 300096101017 290530 300096133/ TENNIS 56.23 D-110717 300096133/ TENNIS
FULL DESC: 2018 1 INV P 56.23 D-110717 300096133/ TENNIS

001234 CENTURYLINK
INVOICE: 400200101017

INVOICE: 400200101017 290532 400200373/ SENIOR SERVICES 151.49 D-110717 400200373/ SENIOR
FULL DESC: 2018 1 INV P 151.49 D-110717 400200373/ SENIOR SERVICES

001234 CENTURYLINK
INVOICE: 4002001017

INVOICE: 4002001017 290536 400200022/ PARKS PHONES 1,226.21 D-110717 400200022/ PARKS PH
FULL DESC: 2018 1 INV P 1,226.21 D-110717 400200022/ PARKS PHONES

001234 CENTURYLINK
INVOICE: 465283100217

INVOICE: 465283100217 290534 465283210/ INTERNET / TENNIS 138.72 D-110717 465283210/ INTERNET
FULL DESC: 2018 1 INV P 138.72 D-110717 465283210/ INTERNET / TENNIS

002351 COMCAST
INVOICE: 839640100317

INVOICE: 839640100317 290789 8396400220292533/ SERVICE @ ARENA 203.12 D-110717 8396400220292533/ S
FULL DESC: 2018 1 INV P 203.12 D-110717 8396400220292533/ SERVICE @ ARENA

002351 COMCAST
INVOICE: 839640100617

INVOICE: 839640100617 290533 8396400220299116/ SERVICES @ PARKS 364.35 D-110717 8396400220299116/ S
FULL DESC: 2018 1 INV P 364.35 D-110717 8396400220299116/ SERVICES @ PARKS

002351 COMCAST
INVOICE: 839640101817

INVOICE: 839640101817 290787 8396400220018805/ SERVICE/ PARKS 335.66 D-110717 8396400220018805/ S
FULL DESC: 2018 1 INV P 335.66 D-110717 8396400220018805/ SERVICE/ PARKS

016529 DIRECTV
INVOICE: 32559427517

INVOICE: 32559427517 290535 018993796/ SERVICE AT PARKS 84.51 D-110717 018993796/ SERVICE
FULL DESC: 2018 1 INV P 84.51 D-110717 018993796/ SERVICE AT PARKS

010-400-411-00-627901-
011508 DOCKERY LAWRENCE

INVOICE: 101017 290445 UMPIRES 2018 1 INV P 155.00 D-110717 151833 SOCCER REF/ FALL 20
FULL DESC: 2018 1 INV P 155.00 D-110717 151833 SOCCER REF/ FALL 20

ACCOUNT TOTAL 2,915.63

Minutes, City of Southaven, Southaven, Mississippi



11/03/2017 15:07
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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET D-110717

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YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
015545 KLINCK ZACHARY A	101017	290454	SOCCKER REF/ FALL 2017	2018 1 INV P	465.00 D-110717	151843	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
023080 WOODS KOLBY LEE	101017	290468	SOCCKER REF/ FALL 2017	2018 1 INV P	65.00 D-110717	151857	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
024018 THOMAS OWEN TAYLOR	101017	290463	SOCCKER REF/ FALL 2017	2018 1 INV P	50.00 D-110717	151852	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
024020 DENNIS ROBERT G	101017	290444	SOCCKER REF/ FALL 2017	2018 1 INV P	80.00 D-110717	151832	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
024024 WILLIAMS TAYLOR	101017	290467	SOCCKER REF/ FALL 2017	2018 1 INV P	30.00 D-110717	151856	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
024025 HELMS HANNAH	101017	290451	SOCCKER REF/ FALL 2017	2018 1 INV P	50.00 D-110717	151840	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
025556 SAENZ LEONARDO	101017	290459	SOCCKER REF/ FALL 2017	2018 1 INV P	75.00 D-110717	151848	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
025560 THOMAS IAN T	101017	290462	SOCCKER REF/ FALL 2017	2018 1 INV P	80.00 D-110717	151851	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
025561 THOMPSON KATIE ANNA	101017	290464	SOCCKER REF/ FALL 2017	2018 1 INV P	50.00 D-110717	151853	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
025562 CLAY JONATHON	101017	290442	SOCCKER REF/ FALL 2017	2018 1 INV P	110.00 D-110717	151829	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
025566 GUTIERREZ BRANDON	101017	290449	SOCCKER REF/ FALL 2017	2018 1 INV P	60.00 D-110717	151838	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
025568 HARRIS MACKENZIE	101017	290450	SOCCKER REF/ FALL 2017	2018 1 INV P	50.00 D-110717	151839	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
025569 PARRISH ALEXANDER	101017	290456	SOCCKER REF/ FALL 2017	2018 1 INV P	60.00 D-110717	151845	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
025570 BLOODWORTH MADISON	101017	290441	SOCCKER REF/ FALL 2017	2018 1 INV P	75.00 D-110717	151828	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
025652 WHITE HALEY JO	101017	290466	SOCCKER REF/ FALL 2017	2018 1 INV P	30.00 D-110717	151855	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
025653 CORREA RAFAEL	101017	290443	SOCCKER REF/ FALL 2017	2018 1 INV P	15.00 D-110717	151831	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
027333 DOWTY HANNAH	101017	290446	SOCCKER REF/ FALL 2017	2018 1 INV P	120.00 D-110717	151834	SOCCKER REF/ FALL 20
INVOICE: 101017		FULL DESC:					
027334 HERRIN HANNAH W	101017	290453		2018 1 INV P	75.00 D-110717	151841	SOCCKER REF/ FALL 20

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YEAR/PERIOD: 2017/1	TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: 101017									
27336 PETTY JORDYN	101017	FULL DESC: 290457	SOCCKER REF/ FALL 2017	2018 1 INV P	15.00 D-110717	151846	SOCCKER REF/ FALL 20		
INVOICE: 101017									
27337 GARCIA KAITLYN	101017	FULL DESC: 290448	SOCCKER REF/ FALL 2017	2018 1 INV P	70.00 D-110717	151837	SOCCKER REF/ FALL 20		
INVOICE: 101017									
27338 GARCIA JACOB	101017	FULL DESC: 290447	SOCCKER REF/ FALL 2017	2018 1 INV P	60.00 D-110717	151836	SOCCKER REF/ FALL 20		
INVOICE: 101017									
27340 LOFTIN BRADLEY	101017	FULL DESC: 290455	SOCCKER REF/ FALL 2017	2018 1 INV P	30.00 D-110717	151844	SOCCKER REF/ FALL 20		
INVOICE: 101017									
27341 RUIZ BENJAMIN	101017	FULL DESC: 290458	SOCCKER REF/ FALL 2017	2018 1 INV P	45.00 D-110717	151847	SOCCKER REF/ FALL 20		
INVOICE: 101017									
27342 SEGURA NITZEL	101017	FULL DESC: 290461	SOCCKER REF/ FALL 2017	2018 1 INV P	50.00 D-110717	151850	SOCCKER REF/ FALL 20		
INVOICE: 101017									
27351 SEGURA AIRAM B	101017	FULL DESC: 290460	SOCCKER REF/ FALL 2017	2018 1 INV P	45.00 D-110717	151849	SOCCKER REF/ FALL 20		
INVOICE: 101017									
27427 KITCHENS ELIJAH	101017	FULL DESC: 290453	SOCCKER REF/ FALL 2017	2018 1 INV P	30.00 D-110717	151842	SOCCKER REF/ FALL 20		
INVOICE: 101017									
27428 WALKER BETHANY	101017	FULL DESC: 290465	SOCCKER REF/ FALL 2017	2018 1 INV P	30.00 D-110717	151854	SOCCKER REF/ FALL 20		
INVOICE: 101017									
EXPENSE ACCOUNTS					2,070.00				
FACILITIES MANAGEMENT					4,985.63				
0010-900-902-00-620902-									
000166 AT&T	662342792817	290393	2018 1 INV P	147.50 D-110717	151827	66234270783041875			
INVOICE: 662342792817									
000966 ENTERGY	150003873975	290349	2018 1 INV P	4,559.93 D-110717	151835	16831992/ 8700 NORT			
INVOICE: 150003873975									
000966 ENTERGY	555002094808	290336	2018 1 INV P	4,908.43 D-110717	151835	68111178/ 8554 NORT			
INVOICE: 555002094808									
001234 CENTURYLINK	3000101017	290788	2018 1 INV P	54.03 D-110717	151901	300095074/ PHONE BI			
INVOICE: 3000101017									
002351 COMCAST	83964091117	291336	2018 2 INV A	56.76 D-110717	8396400220200510/ A				
INVOICE: 83964091117									
ACCOUNT TOTAL					9,726.65				

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YEAR/PERIOD: 2017/1 TO 2018/2

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

904	ORG 902	TOTAL	9,726.65		
0010-900-904-00-629100-	LITIGATION				
26134 BANKS TONY	CLAIMS PAYMENTS				
INVOICE: 102617	290710	2018 1 INV P	5,000.00	D-110717	151876 CLAIM SETTLEMENT
	FULL DESC: CLAIM SETTLEMENT				
	ACCOUNT TOTAL		5,000.00		
	ORG 904	TOTAL	5,000.00		
	FUND 0010 GENERAL FUND	TOTAL:	31,901.80		

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DESCRIPTION

REISSUE- 2055 WOODB

Model

REISSUE- 8891 JOYCE

REISSUE- 2921 NORTH

REISSUE- 2655 BTJF

[illegible]

REISSUE- UT REFUND

REISSUE- UT REFUND

1,625.60
1,625.60

1124981.83 / 1395 PLF

40133816E4 / E3 WOOD

4012301634/ 33 WOOD

31.42

8396400220264516/ S

209.88

209.88

TOTAL: 1,835.48

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YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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0600-000-000-00-214700- 021029 CHAPLAIN'S BENEVOLENC	10272017	PAYROLL FUND	GARNISHMENTS	2018 1 INV P	75.00	D-110717	151902 CHAPLAIN'S BENEVELE
INVOICE: 10272017			290790	CHAPLAIN'S BENEVELENCE FUND			
			FULL DESC:		75.00		
			ACCOUNT TOTAL				

0600-000-000-00-215700- 001407 MS PUBLIC EE CR UN	10272017	PAYROLL FUND	GARNISHMENTS	2018 1 INV P	3,701.96	D-110717	151905 EMPLOYEE CONTRIBUTI
INVOICE: 10272017			290791	EMPLOYEE CONTRIBUTIONS			
			FULL DESC:		3,701.96		
			ACCOUNT TOTAL				

			ORG 0600	TOTAL	3,776.96		
				TOTAL:	3,776.96		
			FUND 0600	PAYROLL FUND			

** END OF REPORT - Generated by Nicole Hilario **

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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

010-100-150-00-622100-
001455 MS EMPLOYMENT SECURI 102717
INVOICE: 102717

INFORMATION TECHNOLOGY
PROFESSIONAL FEES
290741 2018 1 DIR P
FULL DESC: MS DEPT OF EMPLOYMENT 3RD QUARTER

532.22 W-110717 50158 MS DEPT OF EMPLOYME

ACCOUNT TOTAL
532.22
ORG 150 TOTAL 532.22

010-900-903-00-624102-
002241 FIRST SECURITY BANK 33591
INVOICE: 33591

ADMINISTRATIVE EXPENSES
BANK FEES
290590 2018 1 DIR P
FULL DESC: G/O BONDS SERIES 2012 ISSUE #552

315.00 W-110717 50156 G/O BONDS SERIES 20

ACCOUNT TOTAL
315.00
ORG 903 TOTAL 315.00

FUND 0010 GENERAL FUND

TOTAL: 847.22

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YEAR/PERIOD: 2017/1	TO 2018/2	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
DEBT SVC EXPENSES							
0800-700-701-00-650101- 002241 FIRST SECURITY BANK INVOICE: 33591		290590 FULL DESC: G/O BONDS SERIES 2012 ISSUE #552	285,000.00 W-110717	50156 G/O BONDS SERIES 20			
003341 BANCORPSOUTH INVOICE: 33592		290832 FULL DESC: REF BOND 2009 ACCT #82-0052-01-7	700,000.00 W-110717	50160 REF BOND 2009 ACCT			
013790 HANCOCK BANK INVOICE: 33594		290958 FULL DESC: BONDS SERIES 2010 REF SOUTHCT1110	220,000.00 W-110717	50162 BONDS SERIES 2010 R			
ACCOUNT TOTAL			1,205,000.00				
GEN OB INTEREST							
0800-700-701-00-650401- 002241 FIRST SECURITY BANK INVOICE: 33591		290590 FULL DESC: G/O BONDS SERIES 2012 ISSUE #552	12,465.00 W-110717	50156 G/O BONDS SERIES 20			
003341 BANCORPSOUTH INVOICE: 33592		290832 FULL DESC: REF BOND 2009 ACCT #82-0052-01-7	46,750.00 W-110717	50160 REF BOND 2009 ACCT			
013790 HANCOCK BANK INVOICE: 33594		290958 FULL DESC: BONDS SERIES 2010 REF SOUTHCT1110	30,507.50 W-110717	50162 BONDS SERIES 2010 R			
ACCOUNT TOTAL			89,722.50				
ORG 701 TOTAL			1,294,722.50				
FUND 0300 DEBT SERVICE							
TOTAL:			1,294,722.50				

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YEAR/PERIOD: 2017/1 TO 2018/2
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

0600 PAYROLL FUND
0600-000-000-00-214100- MS STATE RETIREMENT
02313 MS STATE RETIREMENT 102717 290740 409,928.60 W-110717 50157 OCTOBER PERS
INVOICE: 102717 FULL DESC: OCTOBER PERS

0600-000-000-00-214900- DEFERRED COMPENSATION
02311 EMPPOWER RETIREMENT 10162017 290284 4,161.43 W-110717 50152 DEF COMP
INVOICE: 10162017 DEF COMP
02311 EMPPOWER RETIREMENT 102317 290469 2,630.80 W-110717 50155 DEF COMP
INVOICE: 102317 DEF COMP
02311 EMPPOWER RETIREMENT 103017 290833 4,161.43 W-110717 50161 DEF COMP
INVOICE: 103017 DEF COMP

0600-000-000-00-215101- ACCOUNT TOTAL 10,953.66
022644 CORPORATE PLANNING 102017 290432 4,568.97 W-110717 50154 REG. CHILD FSA
INVOICE: 102017 FULL DESC: REG. CHILD FSA
022644 CORPORATE PLANNING 102717 290742 1,254.85 W-110717 50159 CPN
INVOICE: 102717 FULL DESC: CPN
022644 CORPORATE PLANNING 11032017 291358 4,568.97 W-110717 50163 CPN
INVOICE: 11032017 FULL DESC: CPN

0600-000-000-00-216108- ACCOUNT TOTAL 10,392.79
022642 LIFE INSURANCE COMPA 102017 290410 15,139.92 W-110717 50153 EMP. LIFE INSURANCE
INVOICE: 102017 FULL DESC: EMP. LIFE INSURANCE PREMIUMS

ACCOUNT TOTAL 15,139.92
ORG 0600 TOTAL 446,414.97
FUND 0600 PAYROLL FUND TOTAL: 446,414.97

** END OF REPORT - Generated by Nicole Hilarlo **

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FORTENBERRY & BALLARD, PC
CERTIFIED PUBLIC ACCOUNTANTS

October 13, 2017

Honorable Darren Musselwhite and William E. Brooks
City of Southaven
8710 Northwest Drive
Southaven, MS 38671

To the Mayor and President of the Board of Aldermen,

We are pleased to confirm our understanding of the services we are to provide City of Southaven, Mississippi for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Southaven, Mississippi as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Southaven, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Southaven, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of the City's Proportionate Share of the Net Pension Liability
- 4) Schedule of the City's Proportionate

We have also been engaged to report on supplementary information other than RSI that accompanies City of Southaven, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in

the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Budgetary Statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introduction Section of the Comprehensive Annual Financial Report (CAFR)
- 2) Statistical Section of the Comprehensive Annual Financial Report
- 3) Schedule of Surety Bonds for Municipal Employees

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*,

issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We will provide our opinion on compliance with certain state laws and regulations as required by the municipal audit guide prescribed by the Office of the State Auditor. Our reports will be addressed to the Mayor and Board of Aldermen of City of Southaven, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys

as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Southaven, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Southaven, Mississippi's major programs. The purpose of these procedures will be to express an opinion on City of Southaven, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, management's discussion and analysis, the schedule of the City's proportionate share of the net pension liability, the schedule of the City's contributions, and the related notes of City of Southaven, Mississippi in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in

communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review immediately after we submit a draft for your review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting

from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part of deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to City of Southaven, Mississippi; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or

regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Fortenberry & Ballard, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fortenberry & Ballard, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 1, 2017 and to issue our reports no later than March 31, 2018. Brent Ballard is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$34,000 calculated at our standard hourly rates. An additional \$7,500 will be applied for the non-audit services mentioned on page 4 under the "Other Services" paragraph. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates, as set forth above, for the time we expend in connection with such response, and to reimburse use for all of our out-of-pocket costs incurred in that regard.

If a dispute arises out of or relates to this contract or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under the *Dispute Resolution Rules for Professional Accounting Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The costs of any mediation proceedings shall be shared equally by all parties.

We appreciate the opportunity to be of service to City of Southaven, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

A copy of our most recent peer review report has been attached to this letter.

Very truly yours,

FORTENBERRY & BALLARD, PC

Fortenberry & Ballard, PC

RESPONSE:

This letter correctly sets forth the understanding of City of Southaven, Mississippi.

Mayor signature: _____

Title: _____

Date: _____

Board of Alderman signature: _____

Title: _____

Date: _____



DAVID I. BRIDGERS, JR., CPA
L. KARL GOODMAN, CPA, MBA

MEMBERS OF
MISSISSIPPI SOCIETY OF CPA'S
AMERICAN INSTITUTE OF CPA'S
GOVERNMENT AUDIT QUALITY CENTER

Report on the Firm's System of Quality Control

June 19, 2017

To the owners of
Fortenberry & Ballard, P. C.
and the Peer Review Committee of the Mississippi Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Fortenberry & Ballard, P. C. in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with a reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

The engagements selected for review consisted of engagements performed under *Government Auditing Standards* and compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Fortenberry & Ballard, P. C. in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency* or *fail*. Fortenberry & Ballard, P. C. has received a peer review rating of *pass*.

Bridgers & Goodman, PLLC

Bridgers & Goodman, PLLC
Certified Public Accountants

AGREEMENT BETWEEN CITY OF SOUTHAVEN AND P.B.J. HAPPEE DAY SHOWS, INC.

This Agreement, is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven hereinafter referred to as "City" or "OWNER" and P.B.J. Happee Days Shows, Inc. hereinafter referred to as "LESSEE."

WHEREAS, OWNER manages, maintains, owns, and operates certain park property in Snowden Grove Park and specifically set forth in Exhibit A described as the "Carnival Area," which is the site of the City's Springfest (the "Property"); and

WHEREAS, pursuant to Mississippi Code 57-7-1, the OWNER desires to lease the Property as further set forth herein to LESSEE upon such terms and conditions as the OWNER shall prescribe to further promote commercial development in the City as LESSEE shall provide all equipment, materials, and host a fair, commonly known as "Springfest" for the OWNER, which will attract thousands of people to the City and increase commerce within the City; and

WHEREAS, the OWNER, pursuant to Chapter 933 House Bill 1618 of 1993 is authorized to use funds for the promotion of tourism in the City and pursuant to Miss. Code Ann. 17-3-1, the OWNER has determined that Springfest will help advertise and bring into favorable notice the opportunities, possibilities, and resources of the City, and will advance the moral, financial and other interests of the City and the City is authorized to use funds and in-kind services under Chapter 933 House Bill 1619 of 1993 and the City is authorized to use funds and in-kind services under Mississippi Code 17-3-1 for Springfest; and

WHEREAS, LESSEE desires to have the use of a portion of the Property, and OWNER desires to allow LEASEE the use of a portion of the Property, as determined by the City, under the terms, condition and provisions contained herein.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Premises. OWNER does hereby Lease and grant the right to use the Property to the LESSEE and the LESSEE does accept for use the Property in accordance with this Agreement.

Section 2. Use. LESSEE shall have use of the Property, as determined by the City, to host the City's annual Springfest Event, consisting of rides, vendors, food, and games (hereinafter the "Event"). This Agreement provides LESSEE with only the right and privilege to possess and use the Property in the manner set forth herein. LESSEE shall sell carnival wristbands for the Event rides on April 24, 25, and 26. On April 27 and 28, LESSEE shall sell carnival tickets for the Event rides. The OWNER reserves the sole right to charge for admission to enter the Event and shall be entitled to all proceeds from admission.

Section 3. Term. The term of this Agreement commences on the 17th day of April, 2018 and terminates on the 3rd day of May, 2018 (hereinafter the Term). The Event shall be April 24-28, 2018.

Section 4. Lease Fee. (i) LESSEE agrees to pay the OWNER a fee for the use of the Property in the amount of 35% of the Gross Receipts, as defined herein, along with payments to the OWNER in the amount of \$75.00 per game

vendor and \$400 per food vendor (collectively, the "Lease Fee"). Payment from LESSEE shall be made to City by April 29, 2018.

(ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charges, fees, and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.

(iii) "Gross Receipts" as used herein is defined to mean the total amount of dollars collected for all carnival wristbands sold and carnival tickets sold for the Event rides without deduction.

Section 5. Late Payments. (a) Any Lease Fee, cost, expense or sum due from LESSEE which is not received on the date its due shall be deemed late and LESSEE shall be liable for a late fee of \$50.00 per day, or that maximum amount allowed by law without being deemed a penalty or usurious. Further, LESSEE shall pay accrued interest on the past due amounts, at the rate of one and one half percent (1 ½%) per month, until the delinquent sums

Section 6. LESSEE's Personal Property. (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property.

(b) Any property left within the Property by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of LESSEE. LESSEE hereby irrevocably constitutes and appoints the OWNER as its special attorney-in-fact to do and perform all acts necessary in removing, storing and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefore.

(c) OWNER assumes no responsibility for any property of LESSEE, its agents, employees or invitees, and said OWNER is hereby expressly released and discharged by LESSEE from any all liabilities for any loss, injury or damages to said property that may be sustained by reason of the occupancy and use by LESSEE of the Property.

Section 7. Public Announcements. OWNER reserves the right to make public announcements during the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER.

Section 8. Broadcast. The LESSEE will not broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Property, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting.

Section 9. Right to Inspect. OWNER shall have the right at all times to enter the Property to examine the same and to perform OWNER's duties as deemed necessary by the Owner, including, but not limited to, inspections of all rides, booths, games, and equipment.

Section 10. Default. (a) A default of this Agreement shall be deemed to have occurred hereunder if:

(i) LESSEE fails to pay the Lease Fee within five (5) days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.

(ii) LESSEE defaults in the performance or observance of any term, covenant, condition or provision of

this Agreement required of the Party, and such default continues for a period of one (1) day after service by the other party of written notice of such default.

(iii) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.

(b) No waiver by either party of any default or breach by LEASEE of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by LEASEE hereunder.

Section 11. Termination.

(a) (i) OWNER has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided, however, that OWNER must give LESSEE thirty (30) days advance written notice of the intention to terminate this Agreement.

(ii) In the event LESSEE fails to pay the Lease Fee when it is due, or otherwise fails to pay OWNER any amounts to be paid by LESSEE when such amounts are due, OWNER may, at its option, immediately terminate this Agreement.

Section 12. Content Restrictions and Right to Control Facility. (i) No performance, exhibition or entertainment shall be given or held at the Event, which is indecent, obscene or immoral, including nudity and graphic obscenities. Should any such performance, exhibition or entertainment or any part thereof, be deemed by the OWNER to be indecent, obscene, immoral, or in any manner publicly offensive, OWNER shall have the authority to stop such event or to demand the removal of the objectionable subject. If the OWNER should exercise its prerogative hereunder, all Lease Fees and other costs and expenses due to OWNER will remain the property of the OWNER and any unpaid charges arising under this Agreement shall be considered payable to OWNER. (ii) OWNER reserves the right to eject or cause to be ejected from the Event any person or persons acting in contravention to this provision. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph. (iii) Any artisans or workmen employed by LESSEE and may be refused entrance by OWNER, or its employees, agents or representatives for non-compliance with the provisions of the Agreement or for objectionable or improper conduct. Refusal of entrance by OWNER shall be without liability on the part of OWNER or its employees, agents and representatives.

Section 13. Lawful Activity. In carrying out its obligations under this Agreement, LESSEE shall comply with all rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and those established by the OWNER. The LESSEE will not do, nor suffer to be done, anything on or within the Property, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it or admitted to the Event, the LESSEE will immediately desist and correct the violation. The LESSEE shall have the responsibility for obtaining all permits or Leases required of it by said laws, ordinances, rules and regulations

Section 14. Insurance. LESSEE shall furnish the OWNER not less than ten (10) days in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of comprehensive general liability insurance, in which the LESSEE is named as an insured and the OWNER as an additional insured, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance

policies must reflect that it may not be canceled prior to the conclusion of the Term. The policy must also reflect coverage for bodily injury or death. LESSEE waives any right of subrogation against OWNER in connection with any insurance proceeds received by or due to OWNER.

Section 15. Indemnification. LESSEE agrees to conduct its activities upon or within the Property so as not to endanger any person thereon and to indemnify, defend and save harmless the OWNER and OWNER's agents, employees, directors, contractors, and officials against any and all claims, costs or expenses, loss, injury, death, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractors, independent contractors, or subcontractors arising out of the negligence, acts, or failures to act by the LESSEE, its contractors, independent contractors, subcontractors, agents, members, invitees, or guests. LESSEE will not do or permit to be done anything in or upon any portion of the Property, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the Property or any part thereof against loss. The presence of policemen, firemen, EMS personnel, inspectors or representatives of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

Section 16. Liens. The LESSEE agrees to save the OWNER harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than OWNER, including all cost, expenses, and attorneys' fees incurred by OWNER in responding to any asserted claim, demand, or lien.

Section 17. Event Cancellation. OWNER has, at all times, final approval and control over any decision or decisions related to the cancellation of the Event.

Section 18. Copyright. (i) The LESSEE agrees to assume full responsibility for complying with, and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage arising out of any claim for violation of, the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.), as amended, Trademark Act of 1946, as amended and any other Federal and State laws applicable to the use of intellectual property, and any regulations issued there under, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work and trademarks used in connection with the Event.

(ii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and interest, in and to all intellectual property held by the party, or Leased to the party, and the other party is granted no right, title, interest, or Lease in or to such other party's intellectual property rights. Notwithstanding the foregoing, LESSEE grants to OWNER the right to use images and depictions of the Event or Event advertising as part of its marketing, promotion and advertising of the City and/or the advertising opportunities available therein.

Section 19. LESSEE's Assurance. LESSEE hereby certifies and guarantees that it has a valid and properly executed contract with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.

Section 20. Assignment. The LESSEE shall not assign this Agreement or any rights hereunder, and any attempt to sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement.

Section 21. Ingress/Egress. All articles, exhibits, fixtures, materials, displays, rides, equipment, staging, and lighting of the LESSEE shall be brought into or taken on the Property only at such locations as may be designated by the OWNER.

Section 22. Parking. OWNER reserves the exclusive right to control parking for the Property, including the right to contract with third parties for parking services or management. Any revenues derived from parking shall be retained solely by OWNER.

Section 23. Interruptions. OWNER shall retain the right to cause the interruption of the Event in the interest of public safety, and to likewise cause the termination of the Event when, in the sole judgment of the OWNER based upon reasonable circumstances, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

Section 24. Force Majeure. In the event the Property or any part thereof shall be destroyed or damaged by any cause beyond the control of the parties, or such events beyond the control of the parties prevents the fulfillment of this Lease by the OWNER impossible including, but without limitation thereto, flood, earthquake, acts of God, failure of utilities, the requisitioning of the premises by any governmental agency, riot, public disorder, violent demonstrations, civil commotion, labor dispute between the OWNER and its employees, agents, contractors or subcontractor, and other unforeseeable circumstances beyond the control of the parties which the affected party cannot avoid even by using its best efforts, then this Lease shall terminate. Lessee hereby waives any claims for damages or compensation, demands, and causes of action it may have against the OWNER should this Lease be so terminated.

Section 25. Rules and Regulations for Facility Use. OWNER shall retain at all times the right to manage, operate and regulate the use of the Property. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Property. LESSEE agrees to abide by all such rules and regulations as adopted by OWNER.

Section 26. Miscellaneous.

a. Situs. The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.

b. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

c. No Agency. Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of OWNER for any purpose.

d. Waivers and Modifications. No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LEASEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.

e. Entire Agreement. This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.

f. Attorney Fees and Costs. In the event of default by LESSEE of any terms of this Agreement, LESSEE shall be liable to OWNER for all reasonable attorney's fees, costs and other legal expenses incurred as a result therefrom.

g. Force and Effect. This Agreement shall have no force or effect unless fully executed and may be executed in counterparts, which shall each be deemed an original.

h. Severability. If any provision of this agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.

i. Authority to Sign/Counterparts. 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. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

j. Owner Naming Rights. LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions as set forth in OWNER'S Agreement with BankPlus. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to, or result in any breach of, the BankPlus Naming Agreement. Further, Lessee shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of Owner.

k. Impermissible Provisions Notice. LESSEE is on notice that the City is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. Notice is given that the City will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for. In executing the enclosed contract, the City does not waive any rights it may have to object to, contest, or refuse to comply with any provision of the contract that is impermissible by operations of the laws of the State of Mississippi.

l. Gun and Weapon Notice. LESSEE, as a private entity, states that it chooses to not allow any weapons of any kind on the Property during the term of this Lease agreement.

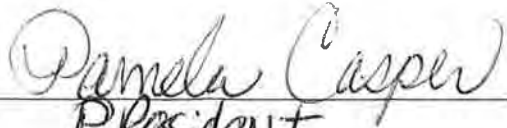
IN WITNESS WHEREOF, this Agreement has been executed by LEASEE the 3 day of Nov., 2017, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

CITY OF SOUTHAVEN

BY: 

TITLE: MAYOR

LESSEE:

BY: 

TITLE: PRESIDENT

EXHIBIT A

CITY OF SOUTHAVEN RESOLUTION FOR ONE PERCENT RESTAURANT TAX

The Mayor and Board of Aldermen (“Governing Body”) of the City of Southaven, Mississippi (the "City"), took up the matter of reinstating the authority of the City to levy and collect an additional one percent (1%) tax for a period of ten (10) years from the gross proceeds of restaurants within the City limits to promote tourism, parks and recreation in the City originally authorized by Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925. After full discussion of the subject, Aldermen _____ offered and moved the adoption of the following resolution.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI REQUESTING THE LEGISLATURE OF THE STATE OF MISSISSIPPI TO REINSTATE FOR TEN (10) YEARS THE AUTHORITY FOR THE CITY OF SOUTHAVEN, MISSISSIPPI TO LEVY AND COLLECT A TAX UPON EVERY PERSON, CORPORATION, OR FIRM OPERATING A RESTAURANT IN THE CITY AT A RATE NOT TO EXCEED ONE PERCENT (1%) OF THE GROSS PROCEEDS FROM THE SALES OF BEVERAGES AND PREPARED FOOD AT RESTAURANTS TO PROVIDE FUNDS FOR PROMOTING TOURISM, PARKS AND RECREATION ORIGINALLY AUTHORIZED BY CHAPTER 955, LOCAL AND PRIVATE LAWS OF 2011 AND RE-AUTHORIZED IN 2014 BY SENATE BILL 2925.

WHEREAS, the Governing Body of the City hereby find, determine and declare as follows:

WHEREAS, in 2011, the Mississippi Legislature (“Legislature”) approved House Bill 1462, which authorized the City for a period of three (3) years, until July 1, 2014, to levy and collect an additional one percent (1%) tax of the gross proceeds of restaurants operating within the City from the sales of beverages and prepared food for providing funds to promote tourism, parks and recreation in the City; and

WHEREAS, in 2014, the Legislature approved Senate Bill 2925, which extended the one percent (1%) tax as authorized by House Bill 1462 for an additional three (3) years until July 1, 2017; and

WHEREAS, in 2017, the Legislature did not approve the extension of the levy and collection of the additional one percent (1%) tax of the gross proceeds of restaurants operating within the City; and

WHEREAS, previously, referendums were held on October 5, 2010, and October 4, 2011, by the City whereby the citizens of the City did approve authorizing the City to levy and collect the additional tax on the gross proceeds of the restaurants within the City; and

WHEREAS, the City has used this tax revenue effectively since initial collections to enhance tourism and expand park and recreational facilities within the City as set forth below:

1. Greenbrook Softball Gift Shop and Cooking Pavilion

2. New Scoreboards for Snowden Grove, Greenbrook, and Cherry Valley
3. BankPlus Amphitheater Stage Enclosure
4. Pine Tar Alley Road Extension at Snowden Grove
5. Senior Center at Snowden Grove
6. Snowden Grove Mini-Stadiums and Bathroom/Concession Additions
7. Tennis Expansion (8 New Courts with Pavilion and Bathrooms)

WHEREAS, the tax serves the public interest as the City will use the proceeds from the tax for the continuance of promoting tourism and enhancement and expansion of park facilities within the City and by extending the tax for a period of ten (10) years, it allows for the City to have various financing options, including, but not limited to, the issuance of bonds, for the improvements to parks; and

WHEREAS, the City's second-to-none park facilities and tourism appeal, along with the City's geographical location, has attracted thousands of citizens from other states to the City's restaurants; thereby, generating revenue benefiting not only the City, but also the State of Mississippi; and

WHEREAS, the City's use of the proceeds for the expansion and enhancement of its park facilities and tourism will continue to attract visitors from other states and promote tourism in the City and State of Mississippi and continue to provide revenue dollars to the City and State of Mississippi; and

WHEREAS, the Governing Body of the City request the Legislature reinstate the authority for the City to levy and collect the tax for a period of ten (10) years upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants; and

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

SECTION 1. The Governing Body of the City hereby requests the Legislature to reinstate the tax for the City to levy and collect a tax for a period of ten (10) years upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants to provide funds for the promotion of Southaven tourism, parks and recreation originally authorized by Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925.

SECTION 2. Alternatively, should the Legislature deem another election on the tax to be necessary, the Governing Body of the City does hereby respectfully request the Legislature authorize the City to set a vote, in accordance with the requirements of the Legislature, for the City to levy and collect the tax for a period of ten (10) years upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants.

SECTION 3. Either through reinstatement by the Mississippi Legislature or via another vote of the City citizens, the Governing Body of the City request the Legislature to authorize the

levy and collection of the tax for a period of ten (10) years so that the City may have various financing options, including, but not limited to, the issuance of bonds to complete the park improvements and expansion in an efficient and cost effective manner.

SECTION 4. The Governing Body of the City hereby requests that the Legislature include in the local and private legislation that upon the expiration of the ten (10) years for collection of the tax, such tax shall expire unless the continuance of the tax is approved by another vote of the City citizens.

SECTION 5. Further, the Governing Body of the City does hereby respectfully request that any Act passed by the Legislature in the 2018 Session, authorizing the City to levy a tax upon every person, firm, or corporation operating a restaurant in the City at a rate not to exceed one percent (1%) of the gross proceeds from the sales of beverages and prepared food at restaurants to provide funds for the promotion of Southaven tourism, parks and recreation, provide that collections of revenue originally authorized by House Bill 1462, Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925, from and after July 1, 2017, be ratified and confirmed, and that any of such revenue paid to the City may be expended for the purposes authorized in House Bill 1462, Chapter 955, Local and Private Laws of 2011 and re-authorized in 2014 by Senate Bill 2925 from and after July 1, 2017.

SECTION 6. The Mayor and/or City Clerk are hereby authorized to provide a certified copy of this Resolution to the Legislature and the Mayor or his designee(s) are further authorized to take any and all actions to effectuate the intent of this Resolution.

Following the reading of the foregoing resolution, Aldermen_____ 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: _____
Alderman Kristian Kelly	voted: _____
Alderman Ronnie Hale	voted: _____
Alderman George Payne	voted: _____
Alderman Joel Gallagher	voted: _____
Alderman John Wheeler	voted: _____
Alderman Raymond Flores	voted: _____

RESOLVED AND DONE, this 21st day of November, 2017.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI IN SUPPORT OF DESOTO COUNTY
VETERANS PARK AND DESOTO COUNTY VISITOR'S CENTER**

WHEREAS, due to the City of Southaven's ("City") geographic location, the City is the "Front Door" to the State of Mississippi and the City Governing Authorities take pride in the image of the City's and its amenities; and

WHEREAS, the City Governing Authorities desire to promote the City by bringing attention to the DeSoto County Veterans Park and DeSoto County Visitors Center; and

WHEREAS, the City Governing Authorities desire for the DeSoto County Veterans Park and DeSoto County Visitors Center each have their own sign to better promote the benefits of each of the entities; and

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

1. The City Governing Authorities request the Mississippi Department of Transportation ("MDOT") provide and/or allow for signs to note the direction of and reflect the actual names of the "DeSoto County Veterans Park" and "DeSoto County Visitors Center."
2. Further, the City Governing Authorities request that the DeSoto County Veterans Park and DeSoto County Visitors Center each have their own stand-alone sign on Interstate 55 in accordance and conformity with the MDOT procedures and guidelines.
3. The Mayor and his designees are authorized to take any and all action, to effectuate the intent of this Resolution.

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

Alderman William Brooks	voted:
Alderman Kristian Kelly	voted:
Alderman Ronnie Hale	voted:
Alderman George Payne	voted:
Alderman Joel Gallagher	voted:
Alderman John Wheeler	voted:
Alderman Raymond Flores	voted:

RESOLVED AND DONE, this 21st day of November, 2017.

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), took up for consideration the matter of refunding certain prior debt of the City, and after a discussion of the subject matter, Alderperson _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING AND DIRECTING THE ISSUANCE OF NOT TO EXCEED \$3,680,000 CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017 FOR THE PURPOSE OF ADVANCE REFUNDING AND DEFEASING CERTAIN OUTSTANDING DEBT OF THE CITY OF SOUTHAVEN, MISSISSIPPI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID BONDS; AUTHORIZING THE NEGOTIATED SALE AND PRIVATE PLACEMENT OF SAID BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT AGREEMENT IN CONNECTION WITH THE SALE OF SAID BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN ESCROW TRUST AGREEMENT IN CONNECTION WITH SAID BONDS AND SAID OUTSTANDING DEBT; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen, Mississippi (the "Governing Body") of the City of Southaven, Mississippi (the "City"), acting for and on behalf of the City, is authorized by Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Refinancing Act"), to issue refunding bonds of the City for the purpose of refinancing outstanding indebtedness of the City at more favorable interest rates, provided, among other things, that such refinancing results in net present value savings to maturity of not less than two percent (2%) of the bonds being refinanced; and

WHEREAS, the City did heretofore issue its \$6,000,000 City of Southaven, Mississippi General Obligation Bonds, Series 2010, dated February 1, 2010 (the "Series 2010 Bonds") for the purpose of providing funds for (i) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (iii) construction, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (iv) purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, and other recreational facilities; (v) constructing bridges and culverts; and other related improvements within the City; and (vi) paying the costs of issuance of the Series 2010 Bonds; and

WHEREAS, the sale and issuance of the Series 2010 Bonds was approved by a resolution of the Governing Body adopted on February 2, 2010 ("Series 2010 Bond Resolution"); and

WHEREAS, the City is desirous of advance refunding and defeasing a portion of the outstanding Series 2010 Bonds (the "**Refunded Bonds**"); and

WHEREAS, long-term interest rates in the tax-exempt bond market are presently favorable to such a refunding; and

WHEREAS, the Refinancing Act authorizes such refunding bonds to be secured by a pledge of the same source of security, or such other security as the Governing Body may lawfully pledge, or both; and

WHEREAS, pursuant to the Refinancing Act, the Refunded Bonds can be legally or economically defeased; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized under the provisions of the Refinancing Act, to, among other things, issue such refunding bonds in one or more series, provide for the terms and details of such refunding bonds, to sell such refunding bonds at public or private sale (which sale shall be on such terms and in such manner as the Governing Body shall determine to be in the City's best interest), to make arrangements for the retirement of the Refunded Bonds and to make all other arrangements relating to such refunding bonds subject to the requirements of the Refinancing Act; and

WHEREAS, the Governing Body, acting for and on behalf of the City, has determined that such advance refunding and defeasance would be in the financial best interest of the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, has determined that it is necessary and advisable to issue not to exceed \$3,680,000 City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2017 (the "**Bonds**") for the purpose of advance refunding and defeasing the Refunded Bonds; and

WHEREAS, the Governing Body has determined that the sale of the Bonds through private sale will provide the Governing Body with the greatest degree of flexibility in the marketing of the Bonds and will ensure the most favorable long term interest rates and will thereby maximize the interest savings for the City; and

WHEREAS, the Bonds shall 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; and

WHEREAS, the Bonds will be placed with Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, as purchaser of the Bonds (the "**Purchaser**") pursuant to the terms and provisions of a Private Placement Agreement (the "**Private Placement Agreement**"), by and between Raymond James & Associates, Inc., Memphis, Tennessee as placement agent (the "**Placement Agent**"), and the City; and

WHEREAS, there have been submitted to this meeting forms of:

(a) the Private Placement Agreement providing for the terms and conditions of the sale of the Bonds, and

(b) an escrow trust agreement (the "Escrow Agreement"), by and between the City and Whitney Bank, doing business as Hancock Bank, as escrow agent (the "Escrow Agent"), providing for the payment and redemption of the Refunded Bonds; and

WHEREAS, it appears that each of the documents above referred to, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, all conditions, acts and things required by the Refinancing Act and the Constitution and laws of the State of Mississippi (the "State") to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this resolution, the sale and issuance of the Bonds, and the execution and delivery of the Private Placement Agreement and the Escrow Agreement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the Governing Body should take all such additional actions, authorize the execution of such documents and certificates and authorize such other actions and proceedings as shall be necessary in connection with the sale and issuance of the Bonds and the refunding of the Refunded Bonds; and

WHEREAS, the issuance of the Bonds does not exceed any statutory or constitutional limitation upon indebtedness which may be incurred by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Refinancing Act and other applicable laws of the State.

SECTION 2. 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:

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, which shall be a bank or banks designated by the Governing Body unless otherwise provided herein.

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

"Bond" or **"Bonds"** shall mean the not to exceed \$3,680,000 General Obligation Refunding Bonds, Series 2017 of the City authorized and directed to be issued by this resolution.

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

"Bond Fund" shall mean the fund by that name established pursuant to Section 17.

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

"City Counsel" shall mean Butler Snow LLP, Southaven, Mississippi.

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

"Commitment" shall mean the commitment of the Purchaser to purchase the Bonds dated ____, 2017.

"Escrow Agent" shall mean any bank, trust company or other institution designated by the Governing Body unless otherwise provided herein, and shall initially be Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi.

"Escrow Agreement" shall mean the Escrow Trust Agreement, by and between the City and the Escrow Agent providing for the payment and redemption of a portion of the Refunded Bonds, a copy of which is attached hereto as Exhibit B.

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

"Mayor" shall mean the Mayor of the City.

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

"Paying Agent" shall mean any bank, trust company or other institution designated by the Governing Body, unless otherwise provided herein, for the payment of the principal of and interest on the Bonds. Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, shall serve as the initial 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.

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

"Private Placement Agreement" shall mean the Private Placement Agreement by and between the City and the Placement Agent providing for the sale of the Bonds, a copy of which is attached hereto as Exhibit A.

"Purchaser" shall mean Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, as purchaser of the Bonds.

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

"Refunded Bonds" shall mean a portion of the outstanding maturities of the Series 2010 Bonds.

"Registered Owner" or **"Registered Owners"** shall mean the Person whose name shall appear in the Registration Records.

"Registration Records" shall mean the records maintained by the Transfer Agent on behalf of the City for the registration and transfer of the Bonds.

"Transfer Agent" shall mean any bank, trust company or other institution designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, shall serve as the initial Transfer Agent for the Bonds.

"Series 2010 Bonds" shall mean the \$6,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2010, dated February 1, 2010.

"Series 2010 Bond Resolution" shall mean a resolution of the Governing Body adopted on February 2, 2010, directing the sale and issuance of the Series 2010 Bonds.

SECTION 3. Proceeding under the authority of the Refinancing Act, there shall be and there are hereby authorized and directed to be issued the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2017 in an aggregate principal amount of not to exceed Three Million Six Hundred Eight Thousand Dollars (\$3,680,000). The Bonds are being issued for the purpose of financing the advance refunding and defeasance of a portion of the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds.

SECTION 4. The Governing Body hereby finds and determines that (a) the Refinancing Act provides that the Bonds may be secured by a pledge of the same source of security as the Refunded Bonds, or such other security as the Governing Body may lawfully pledge, or both; (b) the net proceeds of the Bonds shall be applied to the refunding and redemption of the Refunded Bonds and the payment of the costs of issuance related to the Bonds; (c) the Bonds shall not be issued unless all of the requirements of the Refinancing Act and other applicable laws of the State are met, including without limitation, the requirement of at least a two percent (2%) net present value savings for the Refunded Bonds; (d) the Bonds shall be general obligations of the City and the full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on the Bonds; (e) the aggregate principal amount of the Bonds shall not exceed Three Million Six Hundred Eight Thousand Dollars (\$3,680,000); and (f) the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Refinancing Act.

SECTION 5. Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Purchaser at private sale pursuant to the terms and provisions of the Private Placement Agreement. The Municipal Advisor, the Mayor and the Clerk, acting for and on behalf of the City, are hereby authorized and directed to negotiate with the Placement Agent for the sale of the Bonds and to make the final

decisions regarding the aggregate principal amount of the Bonds and the Refunded Bonds to be redeemed and defeased, and to make all final determinations necessary to structure the Bonds.

SECTION 6. (a) In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, this resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

(b) The Bonds shall be general obligations of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. For the purposes of effectuating and providing for the payment of the principal of and interest on the Bonds, as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of this resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 6(b), such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 7. (a) The Bonds shall be dated the date of their delivery and shall bear interest from said date, payable on February 1 and August 1, commencing February 1, 2018, at the rates per annum set forth in the Commitment and to be set forth in the Private Placement Agreement; provided, however, that the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Refinancing Act, and the Bonds shall mature no later than February 1, 2030, in the years and in the principal amounts to be set forth in the Private Placement Agreement. Interest on the Bonds will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

(b) The Bonds shall be initially issued as fully registered bonds in the denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and shall be numbered separately from R-1 upwards without regard to maturity.

(c) The principal of said Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due to the Paying Agent. Interest will be payable by check or draft drawn upon the Paying Agent, made payable to the Registered Owner named in the Registration Records, and mailed to the address of the Registered Owner as it shall appear on the Registration Records.

(d) The Bonds will be subject to redemption prior to their respective maturities, at the option of the City, on any date, either in whole or in part, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

(e) The Bonds may be subject to mandatory sinking fund redemption, in part, prior to maturity, on each February 1 in the principal amount for each year together with accrued interest to the date of redemption, as set forth in the Private Placement Agreement.

(f) Notice of a call for redemption, other than mandatory sinking fund redemption, shall be mailed, postage prepaid, not less than five (5) days prior to the redemption date, to all registered owners of the Bonds to be redeemed at their addresses on the registration records of the City maintained by the Paying Agent.

SECTION 8. The Private Placement Agreement, 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. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver the Private Placement Agreement with such changes, insertions and revisions therein as such officers, as representatives of the Governing Body, may in their opinions determine to be required, said execution being conclusive evidence of such approval.

SECTION 9. The Escrow Agreement, in the form submitted to this meeting and attached hereto as **EXHIBIT B**, shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and revisions therein as such officers, as representatives of the Governing Body, may, in their opinions, determine to be required, said execution being conclusive evidence of such approval.

SECTION 10. Pursuant to the authority granted by the Refinancing Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "**Registered Bond Act**"), the Bonds shall be executed by the manual or facsimile signature of the Mayor and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk, and the Bonds shall be authenticated by the Agent. The Agent shall authenticate each Bond by executing the Agent's certificate thereon, and no Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on each Bond, shall be executed by the Clerk and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of this resolution and the

Private Placement Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel. Prior to or simultaneously with the delivery by the Agent of any of the Bonds, the City shall file with the Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the City in connection with the authorization, sale, issuance and validation of the Bonds; and (b) an authorization to the Agent, signed by the Mayor and/or the Clerk, to authenticate and deliver the Bonds to the Placement Agent. The Agent is authorized and directed to authenticate the Bonds and deliver them to the Placement Agent upon payment of the purchase price of the Bonds to the City in accordance with this resolution and the Private Placement Agreement. Certificates, blank as to denomination, rate of interest and date of maturity and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs of the Bonds, shall be printed and delivered to the Agent, and held by the Agent until needed for transfer or reissuance, whereupon the Agent shall imprint the appropriate information as to denomination, rate of interest and date of maturity prior to the registration, authentication and delivery thereof to the transferee holder. The Agent is hereby authorized upon the approval of the City to have printed from time to time as necessary additional certificates bearing the facsimile seal of the City and facsimile signatures of the Persons who were the officials of the City as of the date of original issue of the Bonds. When the Bonds shall have been executed as herein provided, they shall be registered as an obligation of the City in the Registration Records for that purpose. The Clerk shall cause to be imprinted upon each Bond, over her facsimile signature and facsimile seal, a certificate certifying that the Bonds have been validated which certificate shall be in substantially the form set out in Section 11.

SECTION 11. The form of the Bonds, the certificate to appear on the Bonds and the Agent's Certificate shall be in substantially the following form and the Mayor be and is hereby authorized and directed to make such changes, insertions and omissions therein as may in his opinion be required:

[BOND FORM]

**THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER
OF THIS BOND IS SUBJECT TO THE RESTRICTIONS IMPOSED
THEREON BY THE WITHIN MENTIONED RESOLUTION**

Number R-_____

\$_____

UNITED STATES OF AMERICA

**CITY OF SOUTHAVEN, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2017**

**INTEREST
RATE**

2.300%

**MATURITY
DATE**

February 1, 2030

**DATED
DATE**

December 19, 2017

REGISTERED OWNER: Whitney Bank, d/b/a Hancock Bank

PRINCIPAL SUM:

CITY OF SOUTHAVEN, MISSISSIPPI (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi (the "**State**"), hereby acknowledges itself indebted and for value received hereby promises to pay to the registered owner named above or registered assigns, on the maturity date stated above, upon presentation and surrender of this Bond at the corporate trust office of Whitney Bank, doing business as Hancock Bank (such bank and any successor thereto hereinafter called collectively, the "**Paying and Transfer Agent**"), in Jackson, Mississippi, the principal sum stated hereon in lawful money of the United States of America, and to pay to the registered owner hereof or registered assigns interest on such principal sum, in like money, from the dated date of this Bond until the maturity date hereof, at the interest rate per annum stated hereon, payable on the first day of February and August of each year, commencing February 1, 2018, by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration records kept and maintained by the Paying and Transfer Agent as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date.

For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith, credit and resources of the City are irrevocably pledged. The Bonds (as hereinafter defined) are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The City 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; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Resolution, as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Resolution.

This Bond is one of an authorized issue of General Obligation Refunding Bonds, Series 2017 of like date, tenor and effect, except as to rate of interest and date of maturity, aggregating the principal sum of _____ (\$ _____) (the "**Bonds**") issued by the City pursuant to and in conformity with the Constitution and laws of the State, including, among others, Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "**Act**"), and pursuant to a resolution duly adopted by the Mayor and Board of Aldermen of the City on November 21, 2017 (the "**Resolution**"), for the purpose of (a) advance refunding and defeasing a portion of the outstanding \$6,000,000 City of Southaven, Mississippi General Obligation Bonds, Series 2010, dated February 1, 2010; and (b) paying the costs incident to the sale and issuance of the Bonds. Reference is hereby made to the Resolution, copies of which are

on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk of the City (the "**Clerk**"), to all of the provisions of which the Registered Owner hereof assents by acceptance of this Bond.

This Bond is transferable only upon the records kept for that purpose at the corporate trust office of the Paying and Transfer Agent, upon surrender at said office, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent duly executed by the registered owner or his authorized attorney, and thereupon a new Bond or Bonds of like maturity, interest rate and aggregate principal amount shall be issued to the transferee. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations. Bonds are issuable in the authorized denominations of \$100,000 and integral multiples of \$1,000 in excess thereof. The issuance, transfer, exchange and replacement of the Bonds of this issue and other similar matters are governed by conditions on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the Clerk.

The Bonds will be subject to redemption prior to their respective maturities, at the option of the City, on any date, either in whole or in part, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

[The Bonds maturing on February 1, 2030 are subject to mandatory sinking fund redemption, in part, prior to maturity, on each February 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$ _____
Term Bond

Date

Principal Amount

* Final Maturity.]

Notice of a call for redemption, other than mandatory sinking fund redemption, shall be mailed, postage prepaid, not less than five (5) days prior to the redemption date, to all registered owners of the Bonds to be redeemed at their addresses on the registration records of the City maintained by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and to be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as

required by law, and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Paying and Transfer Agent of the Paying and Transfer Agent's Certificate hereon.

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

IN WITNESS WHEREOF, the City of Southaven, Mississippi, acting by and through its Mayor and Board of Aldermen, has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, and has caused the official seal of the City to be affixed hereto, attested by the manual or facsimile signature of the City Clerk of the City.

(SEAL)

CITY OF SOUTHAVEN, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

PAYING AND TRANSFER AGENT'S CERTIFICATE

This Bond is one of the Bonds of the above-designated issue of Bonds delivered in accordance with the terms of the within mentioned Resolution.

**WHITNEY BANK D/B/A HANCOCK BANK,
as Paying and Transfer Agent**

By _____
Authorized Signature

Date of Registration and Authentication: December 19, 2017

STATE OF MISSISSIPPI)
) ss:
COUNTY OF DESOTO)

City Clerk

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

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

(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

[END OF BOND FORM]

SECTION 12. The Governing Body hereby adopts, pursuant to the authority granted by the Refinancing Act and the Registered Bond Act, the following conditions (the "**Conditions**") which are to apply to the transfer, exchange and replacement of the Bonds, and other similar matters.

**CONDITIONS AS TO THE ISSUANCE, TRANSFER,
EXCHANGE AND REPLACEMENT OF THE BONDS**

"Agent" as used in these Conditions means, as to Bonds designated herein, the bank or banks designated by action of the Governing Body as the Paying Agent and the Transfer Agent with respect to the Bonds and whose duties and responsibilities shall be as further limited or set forth in the form of Bonds and this resolution.

The principal of all Bonds shall be payable at the corporate trust office of the Agent, and payment of the interest on each Bond shall be made by the Agent on each interest payment date to the Person appearing on the Registration Records as the Registered Owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, by check or draft mailed to such Registered Owner at his address as it appears on such Registration Records. Payment of the principal of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Bonds, upon surrender thereof at said corporate trust office of the Agent with a written instrument of transfer satisfactory to the Agent duly executed by the Registered Owner or his authorized attorney, may be exchanged for Bonds of like series, maturity and interest rate of any other authorized denominations. Each such Bond shall be dated as of the date six (6) months preceding the interest payment date thereon next following the date of delivery of such Bond in registered form, unless such date of delivery shall be an interest payment date in which case it shall be dated as of such date of delivery, and every such Bond in registered form shall bear interest from its date.

So long as the Bonds shall remain outstanding, the City shall cause the Agent to maintain and keep, at its corporate trust office, Registration Records for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at such corporate trust office, the City shall cause the Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Agent may prescribe, any Bond. So long as any of the Bonds remain outstanding, the City shall make all necessary provisions to permit the exchange of Bonds at the corporate trust office of the Agent.

All Bonds shall be transferable, only upon the Registration Records which shall be kept for that purpose at the corporate trust office of the Agent for the City, by the Registered Owner thereof in Person or his authorized attorney, upon surrender

thereof, together with a written instrument of transfer satisfactory to the Agent, duly executed by the Registered Owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Bond or Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Bond or Bonds surrendered. Bonds issued in connection with transfers shall be dated in the same manner provided above for the dating of Bonds issued in connection with exchanges.

Neither the City nor the Agent shall be required (a) to exchange or transfer Bonds for a period of fifteen (15) days next preceding an interest payment date on the Bonds or next preceding any selection of Bonds to be redeemed or thereafter until the first mailing of any notice of redemption, or (b) to transfer or exchange any Bond called for redemption.

All Bonds surrendered in any exchanges or transfers shall forthwith be canceled by the Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of any Bond, whether upon original issuance, transfer, exchange or replacement, the Agent shall manually execute the certificate of authentication provided thereon. No Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Agent. Such certificate of the Agent upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered.

Bonds bearing the facsimile signature of any Person who shall have been the Mayor or Clerk at the time such Bonds were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Bonds or was not such officer at the date of such Bonds.

Except as otherwise required by law, if (a) any mutilated Bond is surrendered to the Agent at its corporate trust office, or the Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond and (b) there is delivered to the Agent such security and/or indemnity as may be required by it to save harmless the City and the Agent, and as otherwise required by law, then, in the absence of notice to the Agent that such Bond has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State, the Agent shall authenticate and deliver, in exchange for any such mutilated Bond, or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Agent shall thereupon cancel any Bond so surrendered.

In case any mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Agent in its discretion may, instead of issuing a new Bond, pay such Bond.

Each new Bond issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Bond shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Bonds duly issued. All Bonds shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

Notwithstanding the foregoing provisions of these Conditions, no Bonds shall be exchanged for other Bonds or be registered or transferred or issued or delivered by or on behalf of the City or the Agent pursuant to this Section at the request of a holder or owner of a Bond, except upon payment to the Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and the Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Agent may treat and consider the Person in whose name any Bond shall be registered upon the Registration Records as herein provided as the holder and absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Bond shall be made only to, or upon the order of, such Registered Owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Agent shall be affected by any notice to the contrary.

SECTION 13. (a) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Agent the Registration Records for the registration and transfer of the Bonds. The Agent is hereby appointed registrar for the Bonds, and the Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(b) The City shall pay or reimburse the 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.

(c) (1) An Agent may at any time resign and be discharged of its duties and obligations as Agent, by giving at least sixty (60) days written notice to the City, and may be removed as Agent 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 such resolution.

(2) Upon receiving notice of the resignation of the 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.

(3) In the event of a change of an Agent, the predecessor Agent shall cease to be custodian of any funds held pursuant to this 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, the Registration Records, lists of holders of the Bonds and all other records, documents and instruments relating to its duties as such Agent.

(4) 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.

(5) 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 be subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment or instrument in writing be required by any successor 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.

(7) 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.

(8) 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 resolution.

(d) 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, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor 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 13(c)(4) hereof.

SECTION 14. The Bonds shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall thereafter be delivered to the Purchaser.

SECTION 15. If (a) the City shall pay or cause to be paid to the owners of the Bonds the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees and expenses of the Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Bonds and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder. If the City shall pay or cause to be paid to the owners of outstanding Bonds of a particular maturity, the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

All Bonds for the payment of which sufficient monies, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("**Government Obligations**"), or (b) certificates of deposit or other securities fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any Person claiming through the custodian or to whom the custodian may be obligated, or (d) municipal obligations, the payment of the principal of, interest and premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and on such municipal obligations (all of which collectively, with Government Obligations, are hereinafter called "**Defeasance Securities**"), shall have been deposited with an escrow agent appointed for the purpose in trust for the owners thereof, which may be the Agent, (whether upon or prior to the maturity or the

redemption date of such Bonds) shall be deemed to have been paid within the meaning of this Section, shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder and the Registered Owners shall have no rights in respect thereof except to receive payment of principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities will be considered sufficient if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on the Bonds. For the purpose of this Section, Defeasance Securities shall mean and include only (a) such Defeasance Securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or (b) Defeasance Securities which, if subject to redemption shall, nevertheless, in all events, regardless of when redeemed, provide sufficient and timely funds for payment of the principal of and interest on the Bonds to be paid thereby.

SECTION 16. As authorized by the Refinancing Act, the Bonds shall be submitted for validation in the Chancery Court of DeSoto County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and to that end a certified transcript of all proceedings and other documents relating to the sale and issuance of the Bonds forthwith shall be prepared and forwarded to the State's Bond Attorney by Bond Counsel and the Clerk.

SECTION 17. (a) The City shall maintain with a qualified depository thereof the Bond Fund in its name for the payment of the principal of and interest on the Bonds and the payment of the Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

- (1) the accrued interest and the premium, if any, as directed by the Mayor or the Clerk, received upon delivery of the Bonds;
- (2) the avails of any of the ad valorem taxes levied and collected pursuant to Section 6 hereof;
- (3) any income received from investment of monies in the Bond Fund; and
- (4) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body in its discretion, may direct to be deposited into the 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 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Agent in time to reach said Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 18. The principal proceeds received upon the sale of the Bonds shall be deposited with the Escrow Agent in the Escrow Account and the Cost of Issuance Account (as such terms are defined in the Escrow Agreement) created pursuant to the Escrow Agreement. A portion of the proceeds of the Bonds shall be deposited in the Cost of Issuance Account and used by the Escrow Agent to pay all legal fees and expenses including those of Bond Counsel and

City Counsel, Placement Agent fees, Municipal Advisor fees, Agent fees and expenses, Escrow Agent fees and verification fees, expenses, premiums, commissions and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. The balance of the proceeds of the Bonds shall be deposited into the Escrow Account and used by the Escrow Agent as provided in the Escrow Agreement for the payment of the principal and interest on the Refunded Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on the Refunded Bonds. The Escrow Agent is hereby authorized to pay costs of issuance expenses on the closing date for the Bonds from the proceeds of the Bonds deposited with the Escrow Agent under the Escrow Agreement in the Cost of Issuance Account for the costs of issuance of said Bonds; provided, however, total costs of issuance for said Bonds shall not exceed 5% of the par amount of the Bonds. The Mayor or Clerk or any Authorized Officer are authorized to sign requisitions for the payment of costs of issuance for the Bonds.

SECTION 19. The Governing Body, acting for and on behalf of the City, hereby irrevocably elects and directs that the Refunded Bonds selected for refunding shall be redeemed on such date as may be determined by the Municipal Advisor, the Mayor and the Clerk, to be in the best interest of the City and that is in compliance with the terms and provisions of the Series 2010 Bond Resolution. The Mayor, the Clerk or an Authorized Officer of the City are hereby authorized and directed to notify Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, as paying agent for the Series 2010 Bonds (the “**2010 Paying Agent**”) and as set forth in the Series 2010 Bond Resolution, of the refunding of the Refunded Bonds and the 2010 Paying Agent for the Series 2010 Bonds is hereby authorized and directed to provide notice of the defeasance and the redemption of the Refunded Bonds, as appropriate, to the holders of such Refunded Bonds pursuant to the terms and provisions of the Series 2010 Bond Resolution and the Escrow Agreement.

SECTION 20. The City covenants to comply with each requirement of the Internal Revenue Code of 1986, as amended (the “**Code**”), necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate to be executed and delivered concurrently with the issuance of the Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, bonds or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 21. The City hereby designates the Bonds as “qualified tax exempt obligations” for purposes of Section 265(b)(3) of the Code. The City (including any subordinate entity or entities issuing tax exempt obligations on behalf of the City within the meaning of Section 265(b)(3) of the Code) has not issued, and does not reasonably expect to issue, tax

exempt obligations within calendar year 2017 which, together with the Bonds, will exceed \$10,000,000.

SECTION 22. The Arbitrage Group, Inc. is hereby selected to serve as 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 Placement Agent which show the present value difference between the debt service on the Bonds and the debt service on the Refunded Bonds.

SECTION 23. Under the Series 2010 Bond Resolution and the Refinancing Act, upon the issuance of the Bonds, the Refunded Bonds selected for refunding and defeasance will be legally and economically defeased.

SECTION 24. Each member of the Governing Body, including the Mayor, the Clerk and an Authorized Officer, are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bonds.

SECTION 25. Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, is hereby selected as Paying Agent and Transfer Agent in connection with the Bonds.

SECTION 26. Whitney Bank, doing business as Hancock Bank, Jackson, Mississippi, is hereby selected as Escrow Agent under the Escrow Agreement in connection with the Bonds and the Refunded Bonds.

SECTION 27. The Governing Body hereby authorizes the Escrow Agent to make the initial and final application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for SLGS, if such application is deemed necessary in connection with the refinancing of the Refunded Bonds. In the event the purchase of SLUGS is unavailable or the purchase of open markets is more beneficial to the City, the City authorizes the purchase of open market securities in connection with the investment requirements under the terms and conditions of the Escrow Agreement, and authorizes the Mayor, the Clerk and an Authorized Officer of the City to execute any documents necessary and related to the purchase of open market securities, including engaging an escrow bidding agent in connection with the Refunded Bonds and to execute all necessary documents in connection therewith, if such agreement is deemed necessary in connection with refinancing the Refunded Bonds.

SECTION 28. Butler Snow is hereby authorized to serve as Bond Counsel. The Engagement Letter, in the form submitted to this meeting and attached hereto as **EXHIBIT C**, shall be, and the same hereby is, approved in substantially said form. The Mayor and Clerk and any other Authorized Officer of the City are hereby authorized and directed to execute and deliver the Engagement Letter with such changes, insertions and revisions therein as such officers, as representatives of the Governing Body, may, in their opinions, determine to be required, said execution being conclusive evidence of such approval.

SECTION 29. Raymond James & Associates, Inc., Memphis, Tennessee, is hereby selected as Placement Agent in connection with the placement of the Bonds. The City is hereby requested to execute the attached G-17 letter (the "**G-17 Letter**"), attached hereto as **EXHIBIT**

D. The Mayor and Clerk and any other Authorized Officer of the City hereby authorized to execute said G-17 Letter.

SECTION 30. Government Consultants, Inc., Madison, Mississippi, is hereby authorized to serve as Independent Registered Municipal Advisor to the City. The City is hereby requested to execute the attached Independent Registered Municipal Advisor (IRMA) Representation letter (the "**M/A IRMA Letter**"), attached hereto as **EXHIBIT E**. The Mayor and Clerk and any other Authorized Officer of the City are hereby authorized to execute said M/A IRMA Letter.

SECTION 31. The Clerk is hereby directed to forward a certified copy of this resolution to 2010 Paying Agent for the Series 2010 Bonds, and to provide notice in the form as attached hereto as **EXHIBIT F**.

SECTION 32. The Governing Body recognizes and acknowledges that due to uncertain conditions in the municipal bond marketplace from time to time, that it may or may not be determined to be advisable to refund any, all or a portion of the Refunded Bonds at any given time. Therefore the Governing Body does hereby grant authority to the Mayor, the Clerk, the Municipal Advisor and Bond Counsel to provide for the final selection and approval of the obligations, amounts, and maturities of the Refunded Bonds to be refunded with the Bonds.

SECTION 33. 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 Registered Owners under the provisions of this resolution, the Governing Body and the Agent any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds.

SECTION 34. Each of the following constitutes an event of default under this Bond Resolution:

- (1) failure by the City to pay any installment of principal of or interest on any Bond at the time required;
- (2) 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
- (3) an Act of Bankruptcy occurs.

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 all duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the Bonds shall be deemed to be a stipulation, obligation or

agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance and sale thereof.

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

SECTION 37. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

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

Alderman William Brooks	Voted: _____
Alderman Kristian Kelly	Voted: _____
Alderman Ronnie Hale	Voted: _____
Alderman George Payne	Voted: _____
Alderman Joel Gallagher	Voted: _____
Alderman John David Wheeler	Voted: _____
Alderman Raymond Flores	Voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this the 21st day of November, 2017.

(SEAL)

Mayor of the City of Southaven,
Mississippi

City Clerk of the City of Southaven, Mississippi

39329804.v2

EXHIBIT A
PRIVATE PLACEMENT AGREEMENT

EXHIBIT B
ESCROW TRUST AGREEMENT

EXHIBIT C
BOND COUNSEL ENGAGEMENT LETTER

EXHIBIT D
PLACEMENT AGENT LETTER

EXHIBIT E
MUNICIPAL ADVISOR LETTER

EXHIBIT F
FORM OF NOTICE

WRITTEN direction TO REDEEM REFUNDED BONDS

December 19, 2017

Whitney Bank, doing business as
Hancock Bank, as Paying and Transfer Agent
Jackson, Mississippi

Re: \$6,000,000 (original principal amount) City of Southaven, Mississippi General
Obligation Bonds, Series 2010, dated February 1, 2010 (the "**Series 2010 Bonds**")

Ladies and Gentlemen:

Pursuant to a resolution of the Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "**City**"), adopted on November 21, 2017, the City hereby directs that the Series 2010 Bonds described in Schedule I hereto (the "**Refunded Bonds**") be redeemed on February 1, 2020 (the "**Redemption Date**") at the redemption price of 100% of the principal amount of the Refunded Bonds, plus accrued interest thereon to the Redemption Date (the "**Redemption Price**"), and that appropriate notice of such redemption be timely given.

The City acknowledges that the redemption of the Refunded Bonds is expressly conditioned upon the deposit with you on or before the Redemption Date of an amount sufficient to pay the Redemption Price.

Sincerely,

CITY OF SOUTHAVEN, MISSISSIPPI

By _____
Mayor

SCHEDULE I

REFUNDED BONDS

\$6,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2010, dated February 1, 2010

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
February 1, 2022	3.375%	\$310,000	February 1, 2020	100%
February 1, 2023	3.500	325,000	February 1, 2020	100
February 1, 2024	3.500	340,000	February 1, 2020	100
February 1, 2025	3.500	355,000	February 1, 2020	100
February 1, 2026	3.625	370,000	February 1, 2020	100
February 1, 2027	3.625	385,000	February 1, 2020	100
February 1, 2028	3.750	405,000	February 1, 2020	100
February 1, 2029	3.750	420,000	February 1, 2020	100
February 1, 2030	4.000	440,000	February 1, 2020	100



Office of Planning and Development

Mayor and Board of Alderman

After reviewing the submitted proposals for the Southaven 20-year Comprehensive Plan, it is the recommendation of the Office of Planning and Development that Bridge & Watson, LLC to be selected as the firm. The submitted cost is not to exceed \$120,000.00 which is less than the approved amount per the budget. Our office is requesting to begin work on January 1, 2018 with an estimated time for formal completion and approval between 18-24 months. Please let me know if you have any questions or concerns regarding this matter.

Respectfully,

A handwritten signature in blue ink, which appears to read "W. Choat-Cook".

Whitney S. Choat-Cook, AICP

Director of Planning and Development

City of Southaven

BRIDGE & WATSON, INC.

URBAN AND REGIONAL PLANNING CONSULTANTS AND LAND PLANNERS

MICHAEL L. BRIDGE
MBRIDGE@PLANNING-CONSULTANTS.COM

CHRIS WATSON, AICP
CWATSON@PLANNING-CONSULTANTS.COM

MUNICIPAL ANNEXATION ANALYSIS
COMPREHENSIVE PLANNING
SUBDIVISION REGULATIONS
EXPERT TESTIMONY
REDISTRICTING
MAPPING
ZONING
GIS

November 1, 2017

Hon. Darren Musselwhite, Mayor
Ms. Andrea Mullen, City Clerk
Mrs. Whitney Choat-Cook, Planning Director
City of Southaven
8710 Northwest Drive
Southaven, MS 38671

RE: 20 Year Comprehensive Plan

Dear Mayor Musselwhite, Ms. Mullen and Mrs. Choat-Cook:

On behalf of our urban and regional planning firm, Bridge and Watson, Inc., I am pleased to provide a response to the City of Southaven's Request for Proposals concerning the development of a 20-year Comprehensive Plan. To facilitate your review, I have organized this response such that it is consistent with the submission contents as identified on the last page of the Request for Proposals. I will be happy to supply any additional information needed.

1. Contact Information.

Our full and complete contact information is as follows:

Chris Watson, AICP
Bridge & Watson, Inc.
206 Hwy. 314
PO Box 1482
Oxford, MS 38655
(662) 234-0958 office
(662) 234-0997 fax
(662) 816-1127 cell
cwatson@planning-consultants.com

2. Statement of Qualifications

A full and complete copy of our *Statement of Qualifications* is attached and contains more complete information regarding the client base and scope of projects in which Bridge & Watson, Inc. has participated. Additional information is provided below.

Bridge & Watson, Inc. is a full service urban and regional planning firm based in Oxford, Mississippi. We have significant experience in a wide range of municipal planning and economic development issues. We have developed comprehensive plans for communities as small as Lyon, Mississippi (pop. 350), communities with explosive growth and recovery (D'Iberville), and with multi-faceted planning programs and layers of various plans (Ridgeland). Over the years, our firm has been involved in the development of no less than 15 comprehensive planning efforts.

In our experience, public participation in the comprehensive planning process varies from community to community. During the D'Iberville process, we worked with multiple citizen committees in developing the plan. To the contrary, our Macon comprehensive planning effort involved very limited public input due to community apathy. In some communities the citizens simply aren't interested, but that is certainly not the case for Southaven.

With regard to our qualifications, municipal annexation is a more encompassing planning matter than comprehensive planning. Municipal annexation is a process that touches on every aspect of municipal operations and is heavily influenced by factors directly related to long range planning issues (development policies, expected future growth and development, utilities, transportation, land availability, development constraints, projected public improvements, cost and revenue analysis, etc.). Bridge & Watson, Inc. has extensive experience assisting municipalities with annexation efforts, including Southaven's annexation efforts.

We have also been involved in highly unique projects. For example, it was Bridge & Watson, Inc. that provided the consulting services and expert testimony to assist in Diamondhead becoming Mississippi's newest incorporated municipality. Further, we assisted in the development of their initial comprehensive planning, zoning, and land use program, developed their first two municipal budgets, established their voting districts, and provided other general planning services as they grew.

Another aspect about our firm that makes us uniquely qualified for this project is our history of involvement with the City of Southaven. Chris Watson was Southaven's Planning Director from 1996 to 1997 and has worked with the City on various planning

projects since 1997 including, but not limited to, the annexation of the Hull Dobbs property (east and west of Hwy. 51), annexation of the Summerwood and Whitten Place neighborhoods, annexation of the Saucier property on Star Landing Road, and numerous political redistricting projects. Our firm was instrumental in obtaining approval from the United States Department of Justice for various election matters, including the “Penny for your Parks” referendum, as well as each of the redistricting efforts in which we were involved.

Finally, because we have such extensive annexation experience, and annexations involve litigation, we are a very technically oriented planning firm. As such, we have a strong understanding of not only the face value of a comprehensive plan but also the impact a comprehensive plan may have on planning related litigation. Although there is limited room left for annexation purposes, Southaven may someday seek to annex additional property, which very well may result in hotly contested litigation.

3. Overview and Form of Organization

Michael L. Bridge and Chris Watson formed Bridge & Watson, Inc. in March 2006 as a successor firm to Mr. Bridge’s previous entity, Bridge & Slaughter, LLC. Prior to the formation of Bridge & Watson, Inc. and since December 1997, Chris Watson has worked in the capacity of an urban and regional planning consultant employed by Bridge & Slaughter, LLC and Michael L. Bridge Real Estate and Planning.

Bridge & Watson is a closely held corporation. Although the firm still bears his name, Michael L. Bridge no longer holds any ownership in the firm nor does he participate in any planning projects. Day-to-day operations, project oversight and management is the responsibility of Chris Watson, who is also the firm’s sole owner.

Bridge & Watson is a small but very effective urban planning firm. We have two full-time employees, Chris Watson and Tim Youngblood, and as necessary we collaborate with other professionals depending on the scope and nature of a project. Bridge & Watson has collaborated with Donovan Scruggs Town Planning, Mississippi State University’s Community Design Studio, Compton Economics, Dale Partners Architects, and Zimmerman/Volk Inc. of Clinton, New Jersey.

4. Key Personnel

Key personnel for this project include Chris Watson and Tim Youngblood. A brief biography of each is included below, and a more detailed curriculum vitae is included in the attached *Statement of Qualifications* document.

Chris Watson, AICP holds a Bachelors Degree in Agricultural Engineering, Technology, and Business from Mississippi State University (1994) and a Masters Degree in City and Regional Planning from the University of Memphis (2003). Mr. Watson is a certified planner (AICP, 1999) and has served as planning director for Tunica County, Mississippi and the City of Southaven, Mississippi. Mr. Watson has practiced in the field of planning for twenty-three (23) years dealing with matters such as annexation, comprehensive planning and zoning, redistricting, and providing expert testimony.

Tim Youngblood holds both a Bachelors and Masters Degree in Business Administration and Managerial Finance from the University of Mississippi. Mr. Youngblood has significant experience in municipal finance, budgeting, capital improvement techniques and financing and cost-revenue analysis. Mr. Youngblood is instrumental in assessing the financial impact of annexation and assisting cities with the budgeting and taxation process. Additionally, Mr. Youngblood possesses significant experience in GIS mapping, field data collection, demographic research and compilation, all of which are important components in developing a comprehensive plan.

5. Project Timeline

Developing a comprehensive plan is a relatively slow process due to the fact that it involves a substantial number of participants. Widespread public input ordinarily involves multiple meetings with advance public notice. Detailed information regarding the City's many departments must be gathered from each department, and of course appointed and elected officials require time to review and digest plan components. We estimate a project of this magnitude will take eighteen (18) to twenty-four (24) months to complete. Chris Watson and Tim Youngblood will be the key personnel to keep the project on schedule.

6. Fee Structure

Bridge & Watson, Inc. ordinarily performs duties for clients based simply on hourly charges. This approach gives the client the opportunity to have a completed project for less than a "lump sum" contract amount, which necessarily must account for unknowns. We also recognize that hourly based projects are not an invitation for unlimited hourly billing and therefore we are willing to cap our charges when the project scope is known.

Certainly, the development of a new comprehensive plan carries with it a known scope of services.

Our hourly rate structure is as follows:

Principal Planner:	\$150.00/hr.
Associate Planner I:	\$125.00/hr.
Associate Planner II:	\$100.00/hr.
Assistant Planner I:	\$ 85.00/hr.
Assistant Planner II:	\$ 60.00/hr.
Planning Technician:	\$ 40.00/hr.

In addition to these hourly charges, Bridge & Watson, Inc. charges mileage at the current IRS business mileage allowance, currently 53.5 cents per mile. We also charge (with no up-charge) for out-of-pocket expenses such as meals, purchased information, copies, etc.

For the development of a new 20-year Comprehensive Plan, we recommend that an hourly charge approach be utilized with a cap set at one hundred twenty thousand dollars (\$120,000), meaning the cost to the City of Southaven for this project will not exceed \$120,000 for our services.

7. Client References

Bridge & Watson, Inc. is pleased to have developed and maintained good relationships with our clients. Please feel free to contact any or all of the following:

Mr. Jerry L. Mills, Esq. and John P. Scanlon, Esq.
Pyle, Mills, Dye and Pittman
800 Avery Blvd. Ste. 101
Ridgeland, MS 39157
(601) 957-2600

Messrs. Mills and Scanlon are the city attorney for Ridgeland and Byram, Mississippi and has worked with Bridge & Watson, Inc. on numerous occasions. Specifically, Mr. Mills has knowledge of our involvement and capability related to an amendment to Ridgeland's Comprehensive Plan following the successful annexation of Highland Colony Parkway. Further, Mr. Mills is aware of our involvement in Ridgeland's recent litigation concerning the Fair Housing Act and our analysis of the city's Comprehensive Plan related to the issues in that case.

Mr. Keith Briley, AICP, Planning Director
City of Hernando
475 West Commerce Street
Hernando, MS 38632
662-429-9092

Mr. Briley is the Planning Director for the City of Hernando and former the Planning Director for the City of Horn Lake. Prior to his employment with Horn Lake, Mr. Briley was a planner with Bridge & Watson, Inc. Mr. Briley is familiar with the level of diligence we employ with our projects.

Mr. Richard Rose
12238 Rose Point
Gulfport, MS 39503
(228) 297-1911

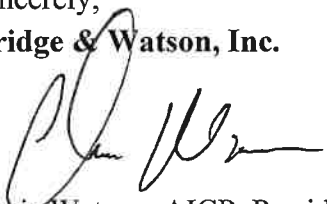
Mr. Rose is the previous City Manager for the cities of D'Iberville and Diamondhead. Bridge & Watson, Inc. was the consultant to each of these cities in preparing their comprehensive plans and zoning ordinances. Further, Bridge & Watson handled the incorporation of Diamondhead and D'Iberville's most recent annexation effort.

Additional references can be provided upon request.

We sincerely appreciate the opportunity to offer this response to the city's request for proposals. We have enjoyed a good working relationship with Southaven in the past, and look forward to working with you again. Also, we welcome the opportunity to meet personally with you to further introduce ourselves and discuss our experience and capability to undertake this project.

Should you have any questions concerning this response, please do not hesitate to contact me.

Sincerely,
Bridge & Watson, Inc.



Chris Watson, AICP, President

enclosure

11.

Mayor's Report

12.

Citizen's Agenda

Personnel Docket

November 21, 2017

Payroll Additions

Name	Position	Department	Start Date	Rate of Pay
Frankie Evans	Tractor Operator	Public Works	TBD	\$15.00
James Vickery	PT- Crossing Guard	Police	11/17/2017	\$9.00
Travis A. Wright	Building Inspector II	Planning	TBD	\$45,000.00 annually

*pending successful completion
of pre-emp screenings

Payroll Adjustments	Previous Classification	New Classification	Effective Date	Proposed Rate of Pay
William Boliek	Police Office II	Police Office III	11/27/2017	\$21.10
Rou Hurst	Police Office II	Police Office III	11/27/2017	\$21.10
Terrence L. Jones	Fire Fighter !!	Fire Fighter III	11/16/2017	\$15.12
Tom Long Jr.	Police Office II	Police Office III	11/27/2017	\$21.10
Samuel Maze	Police Office II	Police Office III	11/27/2017	\$21.10
Sara Tippitt	Dispatch Shift Supervisor	(Training Stipend)	11/22/2018	600 yrly

Terminations/Resignations

Name	Department	Position	Termination Date	Rate of Pay
Justice Shipp	Fire	EMT/Paramedic	11/29/2017	\$17.51
Roger Thornton	Fire	Fire Chief	1/19/2017	\$85,800.00

14.

City Attorney's Legal Update



The City of Southaven Docket Recap

November 21, 2017

General Fund	617,441.27
Balance Sheet	3,681.54
Mayor Admin	57.13
Board of Aldermen	750.00
Arts And Cultural Affairs	2,415.00
Court	7,573.79
Finance & Administration	2,013.31
Information Technology	34,255.29
City Clerk	2,820.78
Operations Department	-
Planning & Engineering	22,336.09
Police	68,999.84
Fire	13,306.12
Fire Prevention	253.74
EMS	15,730.68
Public Works	19,518.19
Streets	64,150.57
Parks	34,456.19
Park Tournaments	4,948.93
Code Enforcement	1,435.14
City Fuel	-
Expense Accounts	288,238.69
Administrative Expenses	820.00
Litigation	22,930.25
Liability Insurance	-
Professional Dues	6,750.00
Bond Funded CAP Proj	125,482.26
Tourist & Convention	1,563.75
Debt Service	6,598.70
Utility Fund	467,479.86
Sanitation Fund	89,037.85
Payroll Fund	254,343.25
DOCKET TOTAL	1,561,946.94

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-112117

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YEAR/PERIOD: 2017/1 TO 2018/2							
ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
0010		GENERAL FUND					
0010-000-000-00-420400-			PERMITS-BUILDING				
027455 HOME REPAIR COMPANY	11-18-17	291544	2018 2 INV A	45.00	C-112117	PERMIT FOR FENCE @	
INVOICE:		FULL DESC:	PERMIT FOR FENCE @ 7602 DAVIS PARKWAY				
		ACCOUNT TOTAL		45.00			
0010-000-000-00-500700-			RECREATIONAL FEES				
027549 MCDONALD SEAN	11062017	291583	2018 2 INV A	500.00	C-112117	INDOOR SOCCER/SEASO	
INVOICE: 11062017		FULL DESC:	INDOOR SOCCER/SEASON CANCEL/JAYSON BEALLS				
		ACCOUNT TOTAL		500.00			
		ORG 0010	TOTAL	545.00			
111		MAYOR ADMIN DEPARTMENT					
0010-100-111-00-610400-			OFFICE SUPPLIES				
004975 BAREFIELD WORKPLACE	1047335	291835	2018 2 INV A	2.82	C-112117	OFFICE SUPPLIES	
INVOICE: 1047335		FULL DESC:	OFFICE SUPPLIES				
		ACCOUNT TOTAL		2.82			
		ORG 111	TOTAL	2.82			
115		BOARD OF ALDERMAN					
0010-100-115-00-626900-			TRAVEL & TRAINING				
007507 DESOTO COUNTY ECONOM	3581	291823	2018 2 INV A	750.00	C-112117	JOEL GALLAGHER LEAD	
INVOICE: 3581		FULL DESC:	JOEL GALLAGHER LEADERSHIP DESOTO FEE				
		ACCOUNT TOTAL		750.00			
		ORG 115	TOTAL	750.00			
120		ARTS AND CULTURAL AFFAIRS					
0010-400-120-00-622100-			PROFESSIONAL FEES				
004489 JOHNSON CINDY	235-17	291529	2018 2 INV A	450.00	C-112117	AEROBICS 10-25, 10	
INVOICE:		FULL DESC:	AEROBICS 10-25, 10-27, 11-1, 11-3 & 11-6				
010525 GORDON LUCIA	100-17	291902	2018 2 INV A	350.00	C-112117	YOGA/TAI-CHI	
INVOICE:		FULL DESC:	YOGA/TAI-CHI				
010525 GORDON LUCIA	99-17	291905	2018 2 INV A	320.00	C-112117	YOGA/TAI-CHI	
INVOICE:		FULL DESC:	YOGA/TAI-CHI				
				670.00			
013370 MARY J. CAIN	43-17	291515	2018 2 INV A	60.00	C-112117	LINE DANCE CLASS	
INVOICE:		FULL DESC:	LINE DANCE CLASS				
013370 MARY J. CAIN	44-17	291549	2018 2 INV A	60.00	C-112117	LINE DANCE CLASS	
INVOICE:		FULL DESC:	LINE DANCE CLASS				
				120.00			

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-112117

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	015915 WISEMAN CYNTHIA INVOICE:	222-17	291908 FULL DESC: AEROBICS	2018 2 INV A	225.00	C-112117	AEROBICS
	017200 SMITH JOYCE W INVOICE:	1101-17	291513 FULL DESC: YOGA CLASS	2018 2 INV A	25.00	C-112117	YOGA CLASS
	017200 SMITH JOYCE W INVOICE:	1108-17	291551 FULL DESC: YOGA CLASS	2018 2 INV A	25.00	C-112117	YOGA CLASS
					50.00		
	017272 PERKINS WENDY INVOICE: 111617	111617	291548 FULL DESC: AEROBICS	2018 2 INV A	195.00	C-112117	AEROBICS
	018047 ROBBINS JANICE INVOICE:	10-17	291528 FULL DESC: YOGA CLASS	2018 2 INV A	60.00	C-112117	YOGA CLASS
	018134 FORRESTER SHERRY INVOICE:	512-17	291636 FULL DESC: ART CLASSES	2018 2 INV A	525.00	C-112117	ART CLASSES
	021019 CAIN LINDA A INVOICE:	296-17	291514 FULL DESC: LINE DANCE CLASS	2018 2 INV A	60.00	C-112117	LINE DANCE CLASS
	021019 CAIN LINDA A INVOICE:	297-17	291550 FULL DESC: LINE DANCE CLASS	2018 2 INV A	60.00	C-112117	LINE DANCE CLASS
					120.00		
			ACCOUNT TOTAL		2,415.00		
			ORG 120 TOTAL		2,415.00		
125	COURT DEPARTMENT						
0010-100-125-00-621500-	COURT BOND REFUND						
	001427 AL WILLIAMS BAIL BON INVOICE: 11132017	11132017	291737 FULL DESC: BOND REMISSION- JACARVIS HUBBARD	2018 2 INV A	2,135.00	C-112117	BOND REMISSION- JAC
	027545 BALDWIN MARK LAWRENC INVOICE: 11012017	11012017	291518 FULL DESC: CASH BOND REFUND	2018 2 INV A	150.00	C-112117	CASH BOND REFUND
	027547 NEJERA MARIA GLORIA INVOICE: 11012017	11012017	291579 FULL DESC: CASH BOND REFUND	2018 2 INV A	150.00	C-112117	CASH BOND REFUND
	027548 PIPKIN JAMES EDWARD INVOICE: 11032017	11032017	291580 FULL DESC: CASH BOND REFUND	2018 2 INV A	250.00	C-112117	CASH BOND REFUND
	027553 STURGEON MICHAEL JAS INVOICE: 11152017	11152017	292192 FULL DESC: CASH BOND REFUND	2018 2 INV A	287.00	C-112117	CASH BOND REFUND
	027554 NGOC TRAN TRAN NGUYE INVOICE: 11152017	11152017	292193 FULL DESC: CASH BOND REFUND	2018 2 INV A	111.00	C-112117	CASH BOND REFUND
			ACCOUNT TOTAL		3,083.00		

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET C-112117

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	0010-100-125-00-621501-			COURT FINES			
	024253 AMERICAN MUNICIPAL S 36118	291768	2018 2 INV A	293.96 C-112117			COLLECTION FEES/ OC
	INVOICE: 36118	FULL DESC:	COLLECTION FEES/ OCTOBER 2017				
	027552 BASHAM JAMES MICHAEL 11152017	292179	2018 2 INV A	1,182.20 C-112117			REFUND-DISMISSED CA
	INVOICE: 11152017	FULL DESC:	REFUND-DISMISSED CASE				
			ACCOUNT TOTAL	1,476.16			
	0010-100-125-00-621505-			COURT SUPPLIES			
	000739 CDW GOVERNMENT INC KSZ1035	291892	2018 2 INV A	64.93 C-112117			IPAD CASE
	INVOICE:	FULL DESC:	IPAD CASE				
	001092 MATTHEW BENDER & CO. 96928522	291519	2018 2 INV A	32.44 C-112117			MS COURT RULES
	INVOICE: 96928522	FULL DESC:	MS COURT RULES				
	001092 MATTHEW BENDER & CO. 96934956	291520	2018 2 INV A	60.43 C-112117			MS CODE ANNOTATED
	INVOICE: 96934956	FULL DESC:	MS CODE ANNOTATED				
				92.87			
	004975 BAREFIELD WORKPLACE 1047335	291835	2018 2 INV A	16.92 C-112117			OFFICE SUPPLIES
	INVOICE: 1047335	FULL DESC:	OFFICE SUPPLIES				
	006685 DEX IMAGING AR3019071	291547	2018 2 INV A	3.03 C-112117			COURTROOM COPIER
	INVOICE:	FULL DESC:	COURTROOM COPIER				
	006685 DEX IMAGING AR3040174	291771	2018 2 INV A	29.48 C-112117			COURTROOM COPIERS
	INVOICE:	FULL DESC:	COURTROOM COPIERS				
	006685 DEX IMAGING AR3040175	291770	2018 2 INV A	190.32 C-112117			COURT OFFICE COPIER
	INVOICE:	FULL DESC:	COURT OFFICE COPIER				
				222.83			
	007600 OFFICE DEPOT 975887594001	291769	2018 2 INV A	133.95 C-112117			TONER/BINDERS
	INVOICE: 975887594001	FULL DESC:	TONER/BINDERS				
	012714 IRON MOUNTAIN PJE3594	292099	2018 2 INV A	2,067.11 C-112117			SECURE STORAGE SERV
	INVOICE:	FULL DESC:	SECURE STORAGE SERVICE				
			ACCOUNT TOTAL	2,598.61			
			ORG 125 TOTAL	7,157.77			
145				DEPARTMENT OF FINANCE & ADMIN			
	0010-100-145-00-610400-			OFFICE SUPPLIES			
	004975 BAREFIELD WORKPLACE 1047335	291835	2018 2 INV A	12.31 C-112117			OFFICE SUPPLIES
	INVOICE: 1047335	FULL DESC:	OFFICE SUPPLIES				
	006685 DEX IMAGING AR3025627	291825	2018 2 INV A	37.68 C-112117			MP8510-4TH FLOOR
	INVOICE:	FULL DESC:	MP8510-4TH FLOOR				
	007600 OFFICE DEPOT 973890065001	291827	2018 2 INV A	29.39 C-112117			INVENTORY
	INVOICE: 973890065001	FULL DESC:	INVENTORY				

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 CITY OF SOUTHAVEN
 FY2018 CLAIMS DOCKET C-112117

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	007600 OFFICE DEPOT	976480135001	292177	2018 2 INV A	5.09	C-112117	OFFICE SUPPLIES
	INVOICE: 976480135001		FULL DESC: OFFICE SUPPLIES				
					34.48		
	022719 UMB CARD SERVICES	11012017	292115	2018 2 INV A	366.34	C-112117	SUPPLIES
	INVOICE: 11012017		FULL DESC: SUPPLIES				
			ACCOUNT TOTAL		450.81		
	0010-100-145-00-626900-			TRAVEL & TRAINING			
	018283 SOURCE MEDIA	INV-00037850	291674	2018 2 INV A	1,195.00	C-112117	BB-35687041-BOND BU
	INVOICE:		FULL DESC: BB-35687041-BOND BUYER SUBSCRIPTION				
			ACCOUNT TOTAL		1,195.00		
			ORG 145 TOTAL		1,645.81		
150			INFORMATION TECHNOLOGY				
0010-100-150-00-610500-			COMPUTERS				
	001102 SOUTHAVEN SUPPLY	301911	291882	2018 2 INV A	5.08	C-112117	NUTS & BOLT
	INVOICE: 301911		FULL DESC: NUTS & BOLT				
	001102 SOUTHAVEN SUPPLY	302369	291881	2018 2 INV A	16.73	C-112117	IT SUPPLIES
	INVOICE: 302369		FULL DESC: IT SUPPLIES				
					21.81		
	007600 OFFICE DEPOT	2124374491	291923	2018 2 INV A	70.17	C-112117	IT SUPPLIES
	INVOICE: 2124374491		FULL DESC: IT SUPPLIES				
	007600 OFFICE DEPOT	2124660372	291926	2018 2 INV A	47.98	C-112117	ITEC SUPPLIES
	INVOICE: 2124660372		FULL DESC: ITEC SUPPLIES				
	007600 OFFICE DEPOT	2125779571	291925	2018 2 INV A	59.96	C-112117	WIRELESS KEYBOARD AN
	INVOICE: 2125779571		FULL DESC: WIRELESS KEYBOARD AND MOUSE X4				
					178.11		
	020229 DOVE PRINT SOLUTIONS	SI-1627043	291914	2018 2 INV A	529.75	C-112117	PRINTER DIAGNOSTIC
	INVOICE:		FULL DESC: PRINTER DIAGNOSTIC & REPAIR				
	024507 MONOPRICE INC	16726362	291878	2018 2 INV A	86.44	C-112117	CABLES
	INVOICE: 16726362		FULL DESC: CABLES				
			ACCOUNT TOTAL		816.11		
	0010-100-150-00-610550-			NETWORK CONNECTIVITY			
	025657 KEEPIPSAFE INC	172263	291879	2018 2 INV A	2,600.00	C-112117	OFF-SITE STORAGE
	INVOICE: 172263		FULL DESC: OFF-SITE STORAGE				
			ACCOUNT TOTAL		2,600.00		
	0010-100-150-00-611300-			MOTOR VEH REPAIRS/MAINT			
	000650 G & W DIESEL SERVICE	336848	291884	2018 2 INV A	300.00	C-112117	IT JEEP VEHICLE MAI

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	INVOICE: 336848		FULL DESC: IT JEEP VEHICLE MAINT.				
	000650 G & W DIESEL SERVICE	337077	291886	2018 2 INV A	539.96	C-112117	ITEC DIR VEHICLE MA
	INVOICE: 337077		FULL DESC: ITEC DIR VEHICLE MAINT.				
					839.96		
	002352 DEPARTMENT OF REVENUE	11142017	291824	2018 2 INV A	12.00	C-112117	TAG & MAIL FEE/ 17
	INVOICE: 11142017		FULL DESC: TAG & MAIL FEE/ 17 FORD EXPLORER-HGD95938				
	006917 THE SHOP	2792	291896	2018 2 INV A	115.00	C-112117	ITEC VEHICLE DECALS
	INVOICE: 2792		FULL DESC: ITEC VEHICLE DECALS				
	007304 O'REILLYS AUTO PARTS	1257-335651	291916	2018 2 INV A	4.19	C-112117	BULB FOR ITEC JEEP
	INVOICE:		FULL DESC: BULB FOR ITEC JEEP				
	007304 O'REILLYS AUTO PARTS	1684-182706	291919	2018 2 INV A	6.99	C-112117	BATTERIES FOR VEHIC
	INVOICE:		FULL DESC: BATTERIES FOR VEHICLE FOB				
	007304 O'REILLYS AUTO PARTS	1791-429087	291918	2018 2 INV A	10.63	C-112117	IT VEHICLE MAINTENA
	INVOICE:		FULL DESC: IT VEHICLE MAINTENANCE				
					21.81		
			ACCOUNT TOTAL		988.77		
	0010-100-150-00-614000-		GASOLINE/OIL				
	006919 FUELMAN	NP51794229	291922	2018 2 INV A	63.64	C-112117	ITEC FUEL
	INVOICE:		FULL DESC: ITEC FUEL				
	006919 FUELMAN	NP51839110	291920	2018 2 INV A	164.45	C-112117	ITEC FUEL
	INVOICE:		FULL DESC: ITEC FUEL				
					228.09		
			ACCOUNT TOTAL		228.09		
	0010-100-150-00-622100-		PROFESSIONAL FEES				
	002564 LANGUAGE LINE SERVIC	4192349	291927	2018 2 INV A	70.40	C-112117	TRANSLATION SERVICE
	INVOICE: 4192349		FULL DESC: TRANSLATION SERVICE				
			ACCOUNT TOTAL		70.40		
	0010-100-150-00-626900-		TRAVEL & TRAINING				
	008309 INTERNATIONAL ACADEM	SIN066295	291877	2018 2 INV A	550.00	C-112117	EMP CERTIFICATION
	INVOICE:		FULL DESC: EMP CERTIFICATION				
			ACCOUNT TOTAL		550.00		
	0010-100-150-00-630600-		VEHICLES				
	000836 COUNTRY FORD INC	25816	291584	18000022 2018 2 INV A	25,425.00	C-112117	2017 FORD EXPLORER
	INVOICE: 25816		FULL DESC: 2017 FORD EXPLORER				
			ACCOUNT TOTAL		25,425.00		
			ORG 150 TOTAL		30,678.37		

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155			CITY CLERK				
0010-100-155-00-610400-	006685 DEX IMAGING	AR2987718	292018	2018 2 INV A	1,200.00	C-112117	CITY CLERKS SCANNER
	INVOICE:		FULL DESC:	CITY CLERKS SCANNERS ANNUAL MAINTENANCE			
007600 OFFICE DEPOT	972102671001	291734	2018 2 CRM A	-12.88	C-112117		CREDIT-
	INVOICE: 972102671001		FULL DESC:	CREDIT-			
007600 OFFICE DEPOT	972396303001	291511	2018 2 INV A	231.58	C-112117		INVENTORY
	INVOICE: 972396303001		FULL DESC:	INVENTORY			
007600 OFFICE DEPOT	973890064001	291735	2018 2 INV A	25.98	C-112117		PHONE CORDS
	INVOICE: 973890064001		FULL DESC:	PHONE CORDS			
				244.68			
022719 UMB CARD SERVICES	11012017	292115	2018 2 INV A	101.88	C-112117		SUPPLIES
	INVOICE: 11012017		FULL DESC:	SUPPLIES			
			ACCOUNT TOTAL	1,546.56			
0010-100-155-00-610401-	002227 JACKSON PAPER COMPAN	1033454	291510	2018 2 INV A	261.52	C-112117	PAPER TOWELS/ BATH
	INVOICE: 1033454		FULL DESC:	PAPER TOWELS/ BATH TISSUE			
004975 BAREFIELD WORKPLACE	1047335	291835	2018 2 INV A	49.37	C-112117		OFFICE SUPPLIES
	INVOICE: 1047335		FULL DESC:	OFFICE SUPPLIES			
007600 OFFICE DEPOT	972396303001	291511	2018 2 INV A	58.22	C-112117		INVENTORY
	INVOICE: 972396303001		FULL DESC:	INVENTORY			
007600 OFFICE DEPOT	973890065001	291827	2018 2 INV A	14.07	C-112117		INVENTORY
	INVOICE: 973890065001		FULL DESC:	INVENTORY			
007600 OFFICE DEPOT	976480135001	292177	2018 2 INV A	85.75	C-112117		OFFICE SUPPLIES
	INVOICE: 976480135001		FULL DESC:	OFFICE SUPPLIES			
				158.04			
019739 STAPLES ADVANTAGE	3358052565	291880	2018 2 INV A	171.90	C-112117		DEPOSIT BAGS
	INVOICE: 3358052565		FULL DESC:	DEPOSIT BAGS			
			ACCOUNT TOTAL	640.83			
			ORG 155 TOTAL	2,187.39			
180			PLANNING / ENGINEERING DEPT				
0010-100-180-00-610400-	000343 NATIONAL BUSINESS FU CV910438-MRN	291531	2018 2 INV A	1,109.00	C-112117		PLANNING DEPT OFFIC
	INVOICE:		FULL DESC:	PLANNING DEPT OFFICE FURNITURE/STORAGE			
000343 NATIONAL BUSINESS FU CV916383-MRN	292055		2018 2 INV A	1,104.42	C-112117		COMPUTER CREDENZA-O
	INVOICE:		FULL DESC:	COMPUTER CREDENZA-OFFICE FURNITURE			
				2,213.42			

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	004975 BAREFIELD WORKPLACE INVOICE: 1047335	1047335	291835 FULL DESC: OFFICE SUPPLIES	2018 2 INV A	23.97 C-112117		OFFICE SUPPLIES
	006685 DEX IMAGING INVOICE:	AR3040169	292170 FULL DESC: COPIER MACHINE	2018 2 INV A	.64 C-112117		COPIER MACHINE
	007600 OFFICE DEPOT INVOICE: 972396638001	972396638001	291978 FULL DESC: FOLDERS	2018 2 INV A	20.34 C-112117		FOLDERS
	007600 OFFICE DEPOT INVOICE: 976480345001	976480345001	292171 FULL DESC: OFFICE SUPPLIES	2018 2 INV A	17.16 C-112117		OFFICE SUPPLIES
					37.50		
	018342 GREAT AMERICA FINANC INVOICE: 21575282	21575282	291972 FULL DESC: COPIER USAGE	2018 2 INV A	170.49 C-112117		COPIER USAGE
	018342 GREAT AMERICA FINANC INVOICE: 21633298	21633298	291968 FULL DESC: PLANNING PRINTER/ NOV & DEC.	2018 2 INV A	340.98 C-112117		PLANNING PRINTER/ N
					511.47		
	022719 UMB CARD SERVICES INVOICE: 11012017	11012017	292115 FULL DESC: SUPPLIES	2018 2 INV A	900.49 C-112117		SUPPLIES
			ACCOUNT TOTAL		3,687.49		
	0010-100-180-00-611300- 005841 KAR-GUARD MUFFLER & INVOICE: 50518	50518	291975 FULL DESC: CODE ENF. TRUCK	2018 2 INV A	190.00 C-112117		CODE ENF. TRUCK
			ACCOUNT TOTAL		190.00		
	0010-100-180-00-622100- 018221 CIVIL-LINK, LLC INVOICE: 72855	72855	291929 FULL DESC: GENERAL DESIGN SERVICES/ SNOWDEN	2018 2 INV A	1,799.39 C-112117		GENERAL DESIGN SERV
	018221 CIVIL-LINK, LLC INVOICE: 72876	72876	291885 FULL DESC: OCT-GENERAL STAFFING SERVICES	2018 2 INV A	15,000.00 C-112117		OCT-GENERAL STAFFIN
					16,799.39		
			ACCOUNT TOTAL		16,799.39		
			ORG 180 TOTAL		20,676.88		
211			POLICE DEPARTMENT				
	0010-200-211-00-610400- 004975 BAREFIELD WORKPLACE INVOICE: 1047335	1047335	291835 FULL DESC: OFFICE SUPPLIES	2018 2 INV A	42.30 C-112117		OFFICE SUPPLIES
	007600 OFFICE DEPOT INVOICE: 970007945005	970007945005	291643 FULL DESC: COMPUTER TABLE EVIDENCE	2018 2 INV A	446.99 C-112117		COMPUTER TABLE EVID
	007600 OFFICE DEPOT INVOICE: 972362064001	972362064001	291645 FULL DESC: INK- CHANDLER	2018 2 INV A	698.81 C-112117		INK- CHANDLER

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							1,145.80
				ACCOUNT TOTAL			1,188.10
0010-200-211-00-611000-				MATERIALS			
000949 INTEGRATED COMMUNICA	13708	292001		2018 2 INV A	270.00	C-112117	ANTENNA
INVOICE: 13708		FULL DESC:	ANTENNA				
007371 ACTION TARGET	359848	292002		2018 2 INV A	400.00	C-112117	TARGETS-PLATE RACKS
INVOICE: 359848		FULL DESC:	TARGETS-PLATE RACKS/HOLDS				
007371 ACTION TARGET	360424	291935		2018 2 INV A	128.96	C-112117	TARGET PARTS
INVOICE: 360424		FULL DESC:	TARGET PARTS				
							528.96
010919 TRACTOR SUPPLY CREDI	200579720	291581		2018 2 INV A	39.95	C-112117	K9 BOWLS
INVOICE: 200579720		FULL DESC:	K9 BOWLS				
027546 WEBLIFE STORES LLC	BM-59133	291962		2018 2 INV A	170.07	C-112117	MAIL DROP RECEPTACL
INVOICE:		FULL DESC:	MAIL DROP RECEPTACLE EVIDENCE				
				ACCOUNT TOTAL			1,008.98
0010-200-211-00-611300-				MAINTENANCE VEHICLES			
000185 BROWNELL'S INC	14733698	292003		2018 2 INV A	390.35	C-112117	WEAPON CLEANING & R
INVOICE: 14733698		FULL DESC:	WEAPON CLEANING & REPAIR				
000569 SOUTHAVEN KAWASAKI Y	154267	291895		2018 2 INV A	317.46	C-112117	MULE/RANGE TIRES &
INVOICE: 154267		FULL DESC:	MULE/RANGE TIRES & OIL				
000650 G & W DIESEL SERVICE	336294	292016		2018 2 INV A	75.00	C-112117	3158-FOG LIGHT HOUS
INVOICE: 336294		FULL DESC:	3158-FOG LIGHT HOUSING				
000650 G & W DIESEL SERVICE	336476	292017		2018 2 INV A	450.00	C-112117	GUN LOCKS/HARLEYS
INVOICE: 336476		FULL DESC:	GUN LOCKS/HARLEYS				
000650 G & W DIESEL SERVICE	336830	291650		2018 2 INV A	56.25	C-112117	3143- RADIO WIRING
INVOICE: 336830		FULL DESC:	3143- RADIO WIRING				
000650 G & W DIESEL SERVICE	337019	291997		2018 2 INV A	2,823.00	C-112117	B#1197-STORAGE BOXE
INVOICE: 337019		FULL DESC:	B#1197-STORAGE BOXES				
							3,404.25
000836 COUNTRY FORD INC	6042905	291642		2018 2 INV A	46.45	C-112117	3153- O/C
INVOICE: 6042905		FULL DESC:	3153- O/C				
000836 COUNTRY FORD INC	6043370	291944		2018 2 INV A	46.45	C-112117	3157-O/C
INVOICE: 6043370		FULL DESC:	3157-O/C				
000836 COUNTRY FORD INC	6043480	291941		2018 2 INV A	354.95	C-112117	3143-BRAKE SVC, ROT
INVOICE: 6043480		FULL DESC:	3143-BRAKE SVC, ROTOR REPLACEMENT				
							447.85
000887 JIMMY GRAY CHEVROLET	335859	291998		2018 2 INV A	823.15	C-112117	3121-FUEL PUMP MODU

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INVOICE: 335859			FULL DESC: 3121-FUEL PUMP MODULE				
000979 SOUTHAVEN CAR CARE	25565	291987	2018 2 INV A	437.72	C-112117		3090-LEFT ENGINE MO
INVOICE: 25565		FULL DESC: 3090-LEFT ENGINE MOUNT					
000979 SOUTHAVEN CAR CARE	25818	291985	2018 2 INV A	1,309.98	C-112117		3122-HVAC KIT & FRE
INVOICE: 25818		FULL DESC: 3122-HVAC KIT & FREON					
000979 SOUTHAVEN CAR CARE	25823	291983	2018 2 INV A	245.82	C-112117		3132-HEAD LAMP SOCK
INVOICE: 25823		FULL DESC: 3132-HEAD LAMP SOCKETS					
000979 SOUTHAVEN CAR CARE	25855	291950	2018 2 INV A	472.29	C-112117		3126-OIL-COOLER ASS
INVOICE: 25855		FULL DESC: 3126-OIL-COOLER ASSY					
				2,465.81			
001102 SOUTHAVEN SUPPLY	300927	291662	2018 2 INV A	4.50	C-112117		(2) KEYS- B#1282
INVOICE: 300927		FULL DESC: (2) KEYS- B#1282					
001102 SOUTHAVEN SUPPLY	300971	291661	2018 2 INV A	4.50	C-112117		(2) KEYS- B#1366
INVOICE: 300971		FULL DESC: (2) KEYS- B#1366					
001102 SOUTHAVEN SUPPLY	301921	292181	2018 2 INV A	105.38	C-112117		SPRAY PAINT
INVOICE: 301921		FULL DESC: SPRAY PAINT					
001102 SOUTHAVEN SUPPLY	303330	291960	2018 2 INV A	9.00	C-112117		KEYS (1099)
INVOICE: 303330		FULL DESC: KEYS (1099)					
				123.38			
001114 UNION AUTO PARTS	1039478	291664	2018 2 INV A	166.86	C-112117		3141- BRAKE LINGING
INVOICE: 1039478		FULL DESC: 3141- BRAKE LINGING-MOTOR ASSY					
001114 UNION AUTO PARTS	1039646	291663	2018 2 INV A	39.98	C-112117		3141- BRAKE LINING
INVOICE: 1039646		FULL DESC: 3141- BRAKE LINING					
001114 UNION AUTO PARTS	1048184	291665	2018 2 INV A	17.75	C-112117		FUEL STABILIZER/PWR
INVOICE: 1048184		FULL DESC: FUEL STABILIZER/PWR SVC. DIESEL					
				224.59			
001962 IDEAL TIRE SALES	33716	291900	2018 2 INV A	20.00	C-112117		3081-FRONT END CHEC
INVOICE: 33716		FULL DESC: 3081-FRONT END CHECK					
001962 IDEAL TIRE SALES	480334	291640	2018 2 INV A	15.00	C-112117		3052-FLAT REPAIR
INVOICE: 480334		FULL DESC: 3052-FLAT REPAIR					
001962 IDEAL TIRE SALES	480632	291639	2018 2 INV A	237.95	C-112117		3003-BRAKE SVC ALIG
INVOICE: 480632		FULL DESC: 3003-BRAKE SVC ALIGNMENT					
001962 IDEAL TIRE SALES	480909	291906	2018 2 INV A	76.00	C-112117		3122-MT/BAL TIRE DI
INVOICE: 480909		FULL DESC: 3122-MT/BAL TIRE DISPOSAL					
001962 IDEAL TIRE SALES	480916	291907	2018 2 INV A	59.95	C-112117		3147-ALIGNMENT
INVOICE: 480916		FULL DESC: 3147-ALIGNMENT					
001962 IDEAL TIRE SALES	480938	291909	2018 2 INV A	148.00	C-112117		3147-RIM, MT/BAL, S
INVOICE: 480938		FULL DESC: 3147-RIM, MT/BAL, SENSOR					
001962 IDEAL TIRE SALES	480965	291911	2018 2 INV A	15.00	C-112117		3153-FLAT REPAIR
INVOICE: 480965		FULL DESC: 3153-FLAT REPAIR					
001962 IDEAL TIRE SALES	481029	291901	2018 2 INV A	12.50	C-112117		3070-FLAT REPAIR
INVOICE: 481029		FULL DESC: 3070-FLAT REPAIR					
001962 IDEAL TIRE SALES	481030	291903	2018 2 INV A	15.00	C-112117		3063-FLAT REPAIR
INVOICE: 481030		FULL DESC: 3063-FLAT REPAIR					
001962 IDEAL TIRE SALES	481047	291904	2018 2 INV A	15.00	C-112117		3030-FLAT REPAIR

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INVOICE: 481047 FULL DESC: 3030-FLAT REPAIR							
					614.40		
007304 O'REILLYS AUTO PARTS	1257-332575	291937		2018 2 INV A	107.45	C-112117	3134-BATTERY
INVOICE:		FULL DESC:	3134-BATTERY				
007304 O'REILLYS AUTO PARTS	1257-334151	291666		2018 2 INV A	12.47	C-112117	SKYCOP MAINTENANCE
INVOICE:		FULL DESC:	SKYCOP MAINTENANCE				
007304 O'REILLYS AUTO PARTS	1257-334306	291669		2018 2 INV A	17.99	C-112117	3132- BULB
INVOICE:		FULL DESC:	3132- BULB				
007304 O'REILLYS AUTO PARTS	1791-428110	291992		2018 2 INV A	4.04	C-112117	B#1300-WIPER BLADES
INVOICE:		FULL DESC:	B#1300-WIPER BLADES				
					141.95		
019912 GOODYEAR TIRE	44794496	292202		2018 2 INV A	563.52	C-112117	TIRES
INVOICE:	44794496	FULL DESC:	TIRES				
019912 GOODYEAR TIRE	44955884	291981		2018 2 INV A	536.08	C-112117	TIRES-SC
INVOICE:	44955884	FULL DESC:	TIRES-SC				
019912 GOODYEAR TIRE	44991698	291979		2018 2 INV A	612.35	C-112117	TIRES-SC
INVOICE:	44991698	FULL DESC:	TIRES-SC				
019912 GOODYEAR TIRE	45017461	291977		2018 2 INV A	426.30	C-112117	TIRES-SC
INVOICE:	45017461	FULL DESC:	TIRES-SC				
019912 GOODYEAR TIRE	45076261	291660		2018 2 INV A	529.14	C-112117	TIRES/ SC
INVOICE:	45076261	FULL DESC:	TIRES/ SC				
019912 GOODYEAR TIRE	45126762	291976		2018 2 INV A	685.99	C-112117	TIRES-SC
INVOICE:	45126762	FULL DESC:	TIRES-SC				
					3,353.38		
022896 VALVOLINE LLC	102275050065	291651		2018 2 INV A	40.78	C-112117	3003- O/C
INVOICE:	102275050065	FULL DESC:	3003- O/C				
022896 VALVOLINE LLC	102371050065	291657		2018 2 INV A	40.36	C-112117	3127- O/C
INVOICE:	102371050065	FULL DESC:	3127- O/C				
022896 VALVOLINE LLC	102407050065	291667		2018 2 INV A	52.58	C-112117	3157-O.C
INVOICE:	102407050065	FULL DESC:	3157-O.C				
022896 VALVOLINE LLC	102472-50065	292012		2018 2 INV A	40.78	C-112117	3085-O/C
INVOICE:		FULL DESC:	3085-O/C				
022896 VALVOLINE LLC	102505-50065	292011		2018 2 INV A	40.36	C-112117	3091-O/C
INVOICE:		FULL DESC:	3091-O/C				
022896 VALVOLINE LLC	102600-50065	292014		2018 2 INV A	40.78	C-112117	3062-O/C
INVOICE:		FULL DESC:	3062-O/C				
022896 VALVOLINE LLC	102620-50065	292013		2018 2 INV A	40.36	C-112117	3110-O/C
INVOICE:		FULL DESC:	3110-O/C				
022896 VALVOLINE LLC	102835-50065	292010		2018 2 INV A	40.36	C-112117	3098-O/C
INVOICE:		FULL DESC:	3098-O/C				
022896 VALVOLINE LLC	102887-50065	292015		2018 2 INV A	40.78	C-112117	3043-O/C
INVOICE:		FULL DESC:	3043-O/C				
022896 VALVOLINE LLC	112389050069	291656		2018 2 INV A	40.78	C-112117	3131- O/C
INVOICE:	112389050069	FULL DESC:	3131- O/C				
022896 VALVOLINE LLC	112432050069	291652		2018 2 INV A	40.36	C-112117	3111-O/C
INVOICE:	112432050069	FULL DESC:	3111-O/C				

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	022896 VALVOLINE LLC	112641050069	291668	2018 2 INV A	40.78	C-112117	3147- O/C
	INVOICE: 112641050069		FULL DESC: 3147- O/C				
	022896 VALVOLINE LLC	113072-50069	292009	2018 2 INV A	40.36	C-112117	3125-O/C
	INVOICE:		FULL DESC: 3125-O/C				
					539.42		
	026089 CYCLE THERAPY LLC	874SHORT	292094	2018 2 INV A	168.87	C-112117	SHORT PAID INV #874
	INVOICE:		FULL DESC: SHORT PAID INV #874				
				ACCOUNT TOTAL	13,014.86		
	0010-200-211-00-612500-			UNIFORMS			
	024257 HURST ROY	11152017	291915	2018 2 INV A	519.37	C-112117	2018 CLOTHING ALLOT
	INVOICE: 11152017		FULL DESC: 2018 CLOTHING ALLOTMENT				
	025011 CRUM TARAH	11152017	291917	2018 2 INV A	600.00	C-112117	2018 CLOTHING ALLOT
	INVOICE: 11152017		FULL DESC: 2018 CLOTHING ALLOTMENT				
				ACCOUNT TOTAL	1,119.37		
	0010-200-211-00-614000-			FUEL & OIL			
	006919 FUELMAN	NP51645655	291648	2018 2 INV A	4,707.43	C-112117	FUEL FOR SPD
	INVOICE:		FULL DESC: FUEL FOR SPD				
	006919 FUELMAN	NP51683487	292007	2018 2 INV A	5,083.35	C-112117	10/23-10/29 FUEL-SPD
	INVOICE:		FULL DESC: 10/23-10/29 FUEL-SPD				
	006919 FUELMAN	NP51793812	292008	2018 2 INV A	5,059.79	C-112117	10/30-11/5 FUEL-SPD
	INVOICE:		FULL DESC: 10/30-11/5 FUEL-SPD				
					14,850.57		
				ACCOUNT TOTAL	14,850.57		
	0010-200-211-00-622100-			PROFESSIONAL SERVICES			
	000232 MATHESON & ASSOC LLC 170512		291641	2018 2 INV A	130.00	C-112117	SVC - E. PRECINCT 3
	INVOICE: 170512		FULL DESC: SVC - E. PRECINCT 3164 MAY BLVD				
	000615 PAYNES LOCKSMITH SER 8221		291898	2018 2 INV A	237.76	C-112117	SM MTG ROOM & OTHER
	INVOICE: 8221		FULL DESC: SM MTG ROOM & OTHER KEY SVCS				
	001099 NORTH MS PEST CONTRO 705919		291638	2018 2 INV A	40.00	C-112117	1855 VETERANS OCT.
	INVOICE: 705919		FULL DESC: 1855 VETERANS OCT. 2017				
	001391 DPS LAW ENFORCEMENT 90064602		292000	2018 2 INV A	2,100.00	C-112117	NOV-ANALYTICAL FEES
	INVOICE: 90064602		FULL DESC: NOV-ANALYTICAL FEES				
	006685 DEX IMAGING	AR3020934	291966	2018 2 INV A	3.03	C-112117	MP7313-BOOKING 2
	INVOICE:		FULL DESC: MP7313-BOOKING 2				
	006685 DEX IMAGING	AR3020935	291969	2018 2 INV A	55.93	C-112117	MP6695-PUBLIC RELAT
	INVOICE:		FULL DESC: MP6695-PUBLIC RELATIONS (A1282)				
	006685 DEX IMAGING	AR3025630	291947	2018 2 INV A	357.12	C-112117	MP7572-BOOKING 1 (M
	INVOICE:		FULL DESC: MP7572-BOOKING 1 (MAIN)				

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						416.08	
	016993 MISSISSIPPI ASSOC OF SA35764	291658	2018 2 INV A	1,437.50	C-112117		POST FORMS A,B,C,D
	INVOICE:	FULL DESC:	POST FORMS A,B,C,D				
	019545 TRANSUNION RISK & AL 502911011	291999	2018 2 INV A	1,320.00	C-112117		10/17-10/18 ONLINE
	INVOICE: 502911011	FULL DESC:	10/17-10/18 ONLINE INV SVC				
	020449 FINAL TOUCH SECURITY 50327	291649	2018 2 INV A	1,640.00	C-112117		EVIDENCE ROOM
	INVOICE: 50327	FULL DESC:	EVIDENCE ROOM				
	021625 AMERICAN TESTING LLC 3608	292004	2018 2 INV A	95.00	C-112117		B/A DRAW-TALARICO,
	INVOICE: 3608	FULL DESC:	B/A DRAW-TALARICO, T				
	021625 AMERICAN TESTING LLC 3674	292005	2018 2 INV A	95.00	C-112117		B/A DRAW-REILLY, D
	INVOICE: 3674	FULL DESC:	B/A DRAW-REILLY, D				
						190.00	
	022516 PERSONNEL EVALUATION 25509	292006	2018 2 INV A	40.00	C-112117		SPD EVALS
	INVOICE: 25509	FULL DESC:	SPD EVALS				
			ACCOUNT TOTAL	7,551.34			
	0010-200-211-00-625700-		TELEPHONE & POSTAGE				
	007600 OFFICE DEPOT	971393631001 291647	2018 2 INV A	23.12	C-112117		SCREE PROTECTORS CA
	INVOICE: 971393631001	FULL DESC:	SCREE PROTECTORS CAPT. CHANDLER				
	018521 SOUTHERN TELECOMMUNI 10272017	291736	2018 2 INV A	750.35	C-112117		ACCT 2480
	INVOICE: 10272017	FULL DESC:	ACCT 2480				
	026909 AMERICAN MESSAGING N4480113RK	291933	2018 2 INV A	620.25	C-112117		PAGERS SPD
	INVOICE:	FULL DESC:	PAGERS SPD				
			ACCOUNT TOTAL	1,393.72			
	0010-200-211-00-626102-		PUBLIC RELATIONS				
	000424 A 2 Z ADVERTISING 45773	291653	2018 2 INV A	520.50	C-112117		"I VISITED SPD" PAT
	INVOICE: 45773	FULL DESC:	"I VISITED SPD" PATCHES				
	000424 A 2 Z ADVERTISING 45798	291959	2018 2 INV A	213.88	C-112117		HAND SANITIZER
	INVOICE: 45798	FULL DESC:	HAND SANITIZER				
	000424 A 2 Z ADVERTISING 45800	291654	2018 2 INV A	214.50	C-112117		MECH PENCILS
	INVOICE: 45800	FULL DESC:	MECH PENCILS				
	000424 A 2 Z ADVERTISING 45859	291659	2018 2 INV A	302.58	C-112117		CRAYONS
	INVOICE: 45859	FULL DESC:	CRAYONS				
	000424 A 2 Z ADVERTISING 45860	291956	2018 2 INV A	1,078.23	C-112117		COLORING BOOKS
	INVOICE: 45860	FULL DESC:	COLORING BOOKS				
	000424 A 2 Z ADVERTISING 45861	291655	2018 2 INV A	250.91	C-112117		GOLD FOIL STICKERS
	INVOICE: 45861	FULL DESC:	GOLD FOIL STICKERS				
	000424 A 2 Z ADVERTISING 45901	291952	2018 2 INV A	154.58	C-112117		HALLOWEEN TEES
	INVOICE: 45901	FULL DESC:	HALLOWEEN TEES				
	000424 A 2 Z ADVERTISING 45956	291974	2018 2 INV A	213.90	C-112117		SHOP W/A COP TEES

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INVOICE: 45956	000424 A 2 Z ADVERTISING	45958	FULL DESC: SHOP W/A COP TEES	2018 2 INV A	166.64	C-112117	T SHIRT BAGS
INVOICE: 45958			FULL DESC: T SHIRT BAGS				
					3,115.72		
001104 SHERWIN WILLIAMS SOU 2436-5	INVOICE:	291646	FULL DESC: CHRISTMAS FLOAT PAINT	2018 2 INV A	29.09	C-112117	CHRISTMAS FLOAT PAI
022719 UMB CARD SERVICES	11012017	292115	FULL DESC: SUPPLIES	2018 2 INV A	140.95	C-112117	SUPPLIES
INVOICE: 11012017							
			ACCOUNT TOTAL		3,285.76		
0010-200-211-00-626900-	000768 PUBLIC AGENCY TRAINI	223249-15070	291928	TRAVEL & TRAINING			
INVOICE:				2018 2 INV A	450.00	C-112117	BANKS, WAYLON PACT
			FULL DESC: BANKS, WAYLON PACT REGISTRATION				
014006 YOAKUM BRETT	11062017	291921	FULL DESC: MLEOTA-LODGING & MEALS	2018 2 INV A	120.00	C-112117	MLEOTA-LODGING & ME
INVOICE: 11062017							
022636 DEFORE MATT	10252017	291912	FULL DESC: SOCIAL MEDIA/CELL TOWER MAPPING	2018 2 INV A	374.00	C-112117	SOCIAL MEDIA/CELL T
INVOICE: 10252017							
024257 HURST ROY	11082017	291924	FULL DESC: MS ASSOC/GANG INV CONFERENCE IN BILOXI	2018 2 INV A	164.00	C-112117	MS ASSOC/GANG INV C
INVOICE: 11082017							
027550 PLET	Q-3018	291930	FULL DESC: DEFORE, MATT INVEST/APPARENT SUICIDE REG FEE	2018 2 INV A	239.00	C-112117	DEFORE, MATT INVEST
INVOICE:							
027551 OAK GROVE TECHNOLOGI	11142017	291932	FULL DESC: DELANEY & RICH SPECIALTY SNIPER SCHOOL REG	2018 2 INV A	1,990.00	C-112117	DELANEY & RICH SPEC
INVOICE: 11142017							
			ACCOUNT TOTAL		3,337.00		
0010-200-211-00-630400-	007600 OFFICE DEPOT	972185654001	291644	MACHINERY & EQUIPMENT			
INVOICE: 972185654001				2018 2 INV A	1,647.89	C-112117	LOBBY SEATING
			FULL DESC: LOBBY SEATING				
			ACCOUNT TOTAL		1,647.89		
0010-200-211-00-661800-	022111 HAYES LAW FIRM PLLC	903	291973	CONFISCATED FUNDS-LOCAL			
INVOICE: 903				2018 2 INV A	128.50	C-112117	BRITTON, REUBEN
			FULL DESC: BRITTON, REUBEN				
			ACCOUNT TOTAL		128.50		
			ORG 211	TOTAL	48,526.09		
290			FIRE DEPARTMENT				
0010-200-290-00-610400-	004975 BAREFIELD WORKPLACE	1047335	291835	OFFICE SUPPLIES			
				2018 2 INV A	21.15	C-112117	OFFICE SUPPLIES

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INVOICE: 1047335			FULL DESC: OFFICE SUPPLIES				
006685 DEX IMAGING	AR3040171	291847	2018 2 INV A	157.00	C-112117		DEX COPYING
INVOICE:		FULL DESC: DEX COPYING					
019739 STAPLES ADVANTAGE	3358052560	291990	2018 2 INV A	382.31	C-112117		OFFICE SUPPLIES
INVOICE: 3358052560		FULL DESC: OFFICE SUPPLIES					
		ACCOUNT TOTAL		560.46			
0010-200-290-00-611000-			MATERIALS				
007304 O'REILLYS AUTO PARTS	1257-336599	291991	2018 2 INV A	13.98	C-112117		SILICONE
INVOICE:		FULL DESC: SILICONE					
007304 O'REILLYS AUTO PARTS	1791-427879	291632	2018 2 INV A	.68	C-112117		MATERIALS
INVOICE:		FULL DESC: MATERIALS					
007304 O'REILLYS AUTO PARTS	1791-428955	291995	2018 2 INV A	6.59	C-112117		SEALED BEAM
INVOICE:		FULL DESC: SEALED BEAM					
				21.25			
019739 STAPLES ADVANTAGE	3358052559	291984	2018 2 INV A	209.96	C-112117		PRINTERS INK FOR ST
INVOICE: 3358052559		FULL DESC: PRINTERS INK FOR STATIONS					
019739 STAPLES ADVANTAGE	3358052562	291986	2018 2 INV A	101.99	C-112117		PRINTER INK FOR STA
INVOICE: 3358052562		FULL DESC: PRINTER INK FOR STATIONS					
				311.95			
020832 EMERGENCY EQUIPMENT	334214	291988	2018 2 INV A	20.00	C-112117		PUBLIC SAFETY VEST
INVOICE: 334214		FULL DESC: PUBLIC SAFETY VEST					
		ACCOUNT TOTAL		353.20			
0010-200-290-00-611300-			MAINTENANCE VEHICLES				
000887 JIMMY GRAY CHEVROLET	336406	291625	2018 2 INV A	62.58	C-112117		OIL CHANGE BATTALIO
INVOICE: 336406		FULL DESC: OIL CHANGE BATTALION 1					
007304 O'REILLYS AUTO PARTS	1257-335267	291633	2018 2 INV A	2.99	C-112117		BULB FOR BATTALION
INVOICE:		FULL DESC: BULB FOR BATTALION					
020832 EMERGENCY EQUIPMENT	430756	291989	2018 2 INV A	29.86	C-112117		2) LAMP DEPOT QUART
INVOICE: 430756		FULL DESC: 2) LAMP DEPOT QUARTZ HALOGEN					
020832 EMERGENCY EQUIPMENT	430772	291840	2018 2 INV A	1,350.97	C-112117		REPAIR TO TRUCK 1
INVOICE: 430772		FULL DESC: REPAIR TO TRUCK 1					
				1,380.83			
		ACCOUNT TOTAL		1,446.40			
0010-200-290-00-612200-			MAINTENANCE EQUIPMENT & BUILD				
000172 AUTOMATIC RAIN	4930	291848	2018 2 INV A	110.00	C-112117		WINTERIZE SYSTEM ST
INVOICE: 4930		FULL DESC: WINTERIZE SYSTEM STA 2					

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	020618 BRAD'S GYM CARE	8305	291673	2018 2 INV A	155.14	C-112117	REPAIR TO STAIRMAST
	INVOICE: 8305		FULL DESC: REPAIR TO STAIRMASTER				
			ACCOUNT TOTAL		265.14		
	0010-200-290-00-614000-		FUEL & OIL				
	006919 FUELMAN	NP51683508	291993	2018 2 INV A	102.33	C-112117	FUEL
	INVOICE:		FULL DESC: FUEL				
	006919 FUELMAN	NP51793833	291996	2018 2 INV A	63.81	C-112117	FUEL
	INVOICE:		FULL DESC: FUEL				
					166.14		
			ACCOUNT TOTAL		166.14		
	0010-200-290-00-625700-		TELEPHONE & POSTAGE				
	007600 OFFICE DEPOT	975887302001	291980	2018 2 INV A	48.14	C-112117	PHONE CASE/ T. ROWL
	INVOICE: 975887302001		FULL DESC: PHONE CASE/ T. ROWLAND				
	018521 SOUTHERN TELECOMMUNI	10272017	291736	2018 2 INV A	263.54	C-112117	ACCT 2480
	INVOICE: 10272017		FULL DESC: ACCT 2480				
			ACCOUNT TOTAL		311.68		
	0010-200-290-00-626900-		TRAVEL & TRAINING				
	017547 PARRISH LAMAR	102617	291671	2018 2 INV A	145.00	C-112117	CLASS AT STATE FIRE
	INVOICE: 102617		FULL DESC: CLASS AT STATE FIRE ACADEMY (FIRST)				
	025684 DEVORE, THOMAS	10132017	291672	2018 2 INV A	145.00	C-112117	MEALS WHILE IN SCHO
	INVOICE: 10132017		FULL DESC: MEALS WHILE IN SCHOOL/VEHICLE EXTRICATION				
			ACCOUNT TOTAL		290.00		
			ORG 290 TOTAL		3,393.02		
295			FIRE PREVENTION				
	0010-200-295-00-611000-		MATERIALS				
	001137 FEDEX	900179924898	291624	2018 2 INV A	23.74	C-112117	SHIPPING FIRE INVES
	INVOICE: 900179924898		FULL DESC: SHIPPING FIRE INVESTIGATION				
			ACCOUNT TOTAL		23.74		
	0010-200-295-00-626900-		TRAVEL & TRAINING				
	003908 ICC EXAMINATION SERV	3177858	291637	2018 2 INV A	230.00	C-112117	ICC MEMBERSHIP
	INVOICE: 3177858		FULL DESC: ICC MEMBERSHIP				
			ACCOUNT TOTAL		230.00		
			ORG 295 TOTAL		253.74		

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297			EMS				
0010-200-297-00-610701-				MEDICAL SUPPLIES			
000582 BOUND TREE MEDICAL	82673341	291844	2018 2 INV A	892.88	C-112117		MEDICAL SUPPLIES
INVOICE: 82673341		FULL DESC: MEDICAL SUPPLIES					
000582 BOUND TREE MEDICAL	82673342	291845	2018 2 INV A	54.00	C-112117		MEDICAL SUPPLIES
INVOICE: 82673342		FULL DESC: MEDICAL SUPPLIES					
000582 BOUND TREE MEDICAL	82677367	291843	2018 2 INV A	1,775.76	C-112117		NARCAN MEDICAL
INVOICE: 82677367		FULL DESC: NARCAN MEDICAL					
000582 BOUND TREE MEDICAL	82680237	291841	2018 2 INV A	1,005.00	C-112117		MEDICAL SUPPLIES
INVOICE: 82680237		FULL DESC: MEDICAL SUPPLIES					
000582 BOUND TREE MEDICAL	82683087	291982	2018 2 INV A	1,202.00	C-112117		MEDICAL SUPPLIES
INVOICE: 82683087		FULL DESC: MEDICAL SUPPLIES					
				4,929.64			
013327 MEDICAL SPECIALITIES	1187447-01	291630	2018 2 INV A	1,494.93	C-112117		MEDICAL SUPPLIES
INVOICE:		FULL DESC: MEDICAL SUPPLIES					
016050 HENRY SCHEIN INC	46996461	291842	2018 2 INV A	1,654.05	C-112117		MEDICAL SUPPLIES
INVOICE: 46996461		FULL DESC: MEDICAL SUPPLIES					
016050 HENRY SCHEIN INC	47080427	291635	2018 2 INV A	507.71	C-112117		MEDICAL SUPPLIES
INVOICE: 47080427		FULL DESC: MEDICAL SUPPLIES					
016050 HENRY SCHEIN INC	47090883	291634	2018 2 INV A	9.50	C-112117		MEDICAL SUPPLIES
INVOICE: 47090883		FULL DESC: MEDICAL SUPPLIES					
				2,171.26			
027445 LINDE GAS NORTH AMER	57348875	291626	2018 2 INV A	209.00	C-112117		OXYGEN BOTTLE RENTA
INVOICE: 57348875		FULL DESC: OXYGEN BOTTLE RENTAL					
027445 LINDE GAS NORTH AMER	57379763	291627	2018 2 INV A	64.60	C-112117		MEDICAL OXYGEN
INVOICE: 57379763		FULL DESC: MEDICAL OXYGEN					
027445 LINDE GAS NORTH AMER	57412832	291846	2018 2 INV A	23.30	C-112117		MEDICAL OXYGEN
INVOICE: 57412832		FULL DESC: MEDICAL OXYGEN					
				296.90			
			ACCOUNT TOTAL	8,892.73			
0010-200-297-00-620901-				BILLING SERVICES			
018772 MEDICAL ACCOUNTS REC	80955-IN	291631	2018 2 INV A	6,687.95	C-112117		MEDICAL BILLING COL
INVOICE:		FULL DESC: MEDICAL BILLING COLLECTION FEE					
			ACCOUNT TOTAL	6,687.95			
0010-200-297-00-626900-				TRAVEL & TRAINING			
026921 NATIONAL ASSOCIATION	117081590310	291629	2018 2 INV A	75.00	C-112117		PHTLS CLASS
INVOICE: 11708159031000		FULL DESC: PHTLS CLASS					
026921 NATIONAL ASSOCIATION	117082210310	291628	2018 2 INV A	75.00	C-112117		PHTLS CLASS
INVOICE: 11708221031000		FULL DESC: PHTLS CLASS					
				150.00			

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			ACCOUNT TOTAL		150.00		
			ORG 297 TOTAL		15,730.68		
311			PUBLIC WORKS DEPARTMENT				
0010-300-311-00-610400-			OFFICE SUPPLIES				
007600 OFFICE DEPOT	973889800001	292123	2018 2 INV A	24.98	C-112117		OFFICE SUPPLIES
INVOICE: 973889800001		FULL DESC: OFFICE SUPPLIES					
007600 OFFICE DEPOT	973890066001	292124	2018 2 INV A	15.98	C-112117		OFFICE SUPPLIES
INVOICE: 973890066001		FULL DESC: OFFICE SUPPLIES					
007600 OFFICE DEPOT	974448368001	292126	2018 2 INV A	7.99	C-112117		OFFICE SUPPLIES
INVOICE: 974448368001		FULL DESC: OFFICE SUPPLIES					
007600 OFFICE DEPOT	97448179001	292125	2018 2 INV A	59.96	C-112117		OFFICE SUPPLIES
INVOICE: 97448179001		FULL DESC: OFFICE SUPPLIES					
				108.91			
014117 MADISON SIGNS	12387	292109	2018 2 INV A	167.00	C-112117		BUSINESS CARDS
INVOICE: 12387		FULL DESC: BUSINESS CARDS					
			ACCOUNT TOTAL	275.91			
0010-300-311-00-611000-			MATERIALS				
000440 SUNRISE BUILDERS SUP	118573-1	292142	2018 2 INV A	33.47	C-112117		MATERIALS
INVOICE:		FULL DESC: MATERIALS					
000541 TRI COUNTY FARM SERV	2-61392	292148	2018 2 INV A	330.00	C-112117		MATERIAL
INVOICE:		FULL DESC: MATERIAL					
000709 WILLIAMS EQUIPMENT & S	3367897	292051	2018 2 INV A	1,000.00	C-112117		MATERIAL FOR EQUIP.
INVOICE:		FULL DESC: MATERIAL FOR EQUIP.					
000715 THOMPSON MACHINERY	S2906313	292052	2018 2 INV A	2,776.65	C-112117		MAT. EQUIP.
INVOICE:		FULL DESC: MAT. EQUIP.					
000759 LEHMAN ROBERTS CO	49991	292107	2018 2 INV A	510.96	C-112117		MATERIAL
INVOICE: 49991		FULL DESC: MATERIAL					
000759 LEHMAN ROBERTS CO	50051	292106	2018 2 INV A	249.08	C-112117		MATERIAL
INVOICE: 50051		FULL DESC: MATERIAL					
000759 LEHMAN ROBERTS CO	50052	292105	2018 2 INV A	509.94	C-112117		MATERIAL
INVOICE: 50052		FULL DESC: MATERIAL					
000759 LEHMAN ROBERTS CO	50196	292067	2018 2 INV A	270.60	C-112117		MATERIAL
INVOICE: 50196		FULL DESC: MATERIAL					
000759 LEHMAN ROBERTS CO	50219	292069	2018 2 INV A	932.50	C-112117		MATERIAL
INVOICE: 50219		FULL DESC: MATERIAL					
000759 LEHMAN ROBERTS CO	50220	292068	2018 2 INV A	285.98	C-112117		MATERIAL
INVOICE: 50220		FULL DESC: MATERIAL					
				2,759.06			
001102 SOUTHAVEN SUPPLY	302453	292141	2018 2 INV A	433.41	C-112117		MATERIALS

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: 302453			FULL DESC: MATERIALS				
001130 G & C SUPPLY CO	6674999	292048	2018 2 INV A	100.00	C-112117		STREET SIGNS
INVOICE: 6674999		FULL DESC: STREET SIGNS					
001320 MARTIN MACHINE WORKS	1116	292110	2018 2 INV A	687.00	C-112117		MATERIAL
INVOICE: 1116		FULL DESC: MATERIAL					
006917 THE SHOP	2791	292084	2018 2 INV A	430.00	C-112117		MATERIAL
INVOICE: 2791		FULL DESC: MATERIAL					
ACCOUNT TOTAL				8,549.59			
0010-300-311-00-611300-			MAINTENANCE VEHICLES				
000457 GRAINGER	9598741818	292050	2018 2 INV A	359.49	C-112117		MAT/ EQUIP. FOR SHO
INVOICE: 9598741818		FULL DESC: MAT/ EQUIP. FOR SHOP					
000525 RIVER CITY HYDRAULIC	8703	292132	2018 2 INV A	145.72	C-112117		MAT. FOR SHOP
INVOICE: 8703		FULL DESC: MAT. FOR SHOP					
000650 G & W DIESEL SERVICE	337075	292049	2018 2 INV A	119.99	C-112117		MATERIAL FOR EQUIP.
INVOICE: 337075		FULL DESC: MATERIAL FOR EQUIP. FOR SHOP					
000997 TRUCK PRO	17-0708826	292097	2018 2 INV A	148.67	C-112117		MATERIAL FOR SHOP
INVOICE:		FULL DESC: MATERIAL FOR SHOP					
001150 NAPA GENUINE PARTS C	3465-713879	292120	2018 2 INV A	178.99	C-112117		MATERIAL FOR SHOP
INVOICE:		FULL DESC: MATERIAL FOR SHOP					
001150 NAPA GENUINE PARTS C	3465-714040	292119	2018 2 INV A	44.73	C-112117		MATERIAL FOR SHOP
INVOICE:		FULL DESC: MATERIAL FOR SHOP					
001150 NAPA GENUINE PARTS C	3465-714282	292121	2018 2 INV A	87.99	C-112117		MATERIAL FOR SHOP
INVOICE:		FULL DESC: MATERIAL FOR SHOP					
001150 NAPA GENUINE PARTS C	3465-714440	292122	2018 2 INV A	6.87	C-112117		MATERIAL FOR SHOP
INVOICE:		FULL DESC: MATERIAL FOR SHOP					
				318.58			
006706 LANDERS DODGE	307939	292103	2018 2 INV A	25.44	C-112117		MATERIAL FOR SHOP
INVOICE: 307939		FULL DESC: MATERIAL FOR SHOP					
006706 LANDERS DODGE	312231	292101	2018 2 INV A	228.00	C-112117		MATERIAL FOR SHOP
INVOICE: 312231		FULL DESC: MATERIAL FOR SHOP					
				253.44			
007304 O'REILLYS AUTO PARTS	1257-333874	292079	2018 2 INV A	107.45	C-112117		MAT. FOR SHOP
INVOICE:		FULL DESC: MAT. FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-334786	292127	2018 2 INV A	28.98	C-112117		MATERIAL SHOP
INVOICE:		FULL DESC: MATERIAL SHOP					
007304 O'REILLYS AUTO PARTS	1257-335288	292129	2018 2 INV A	75.90	C-112117		MATERIAL FOR SHOP
INVOICE:		FULL DESC: MATERIAL FOR SHOP					
007304 O'REILLYS AUTO PARTS	1257-336587	292128	2018 2 INV A	22.92	C-112117		MATERIAL FOR SHOP
INVOICE:		FULL DESC: MATERIAL FOR SHOP					

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							235.25
	008561 S & H SMALL ENGINES	38178	292133	2018 2 INV A			
	INVOICE: 38178		FULL DESC: MATERIAL FOR SHOP		227.64 C-112117		MATERIAL FOR SHOP
	019912 GOODYEAR TIRE	44667088	292203	2018 2 INV A			
	INVOICE: 44667088		FULL DESC: TIRES		496.20 C-112117		TIRES
	024880 A ONE JANITORIAL	102350P	292024	2018 2 INV A			
	INVOICE:		FULL DESC: MATERIAL FOR SHOP		999.90 C-112117		MATERIAL FOR SHOP
	025685 ALLDATA WITH YOU	100686102417	292026	2018 2 INV A			
	INVOICE: 100686102417		FULL DESC: ELECTRIC DIAGNOSTIC FOR SHOP		1,500.00 C-112117		ELECTRIC DIAGNOSTIC
			ACCOUNT TOTAL			4,804.88	
	0010-300-311-00-612200-						
	000669 CAMPER CITY USA INC	651264	292028	2018 2 INV A			
	INVOICE: 651264		FULL DESC: MAT. /EQUIP. FOR PW		100.00 C-112117		MAT. /EQUIP. FOR PW
	009951 DILLARD DOOR & ENTRA	82042	292064	2018 2 INV A			
	INVOICE: 82042		FULL DESC: GATE REPAIRS		480.00 C-112117		GATE REPAIRS
			ACCOUNT TOTAL			580.00	
	0010-300-311-00-612500-						
	000309 COWBOY CORNER INC	18515	292029	2018 2 INV A			
	INVOICE: 18515		FULL DESC: UNIFORMS FOR GARY MCLEAREN		118.96 C-112117		UNIFORMS FOR GARY M
	000983 PARAMOUNT UNIFORMS R	484020	292135	2018 2 INV A			
	INVOICE: 484020		FULL DESC: UNIFORMS		357.64 C-112117		UNIFORMS
	000983 PARAMOUNT UNIFORMS R	485461	292139	2018 2 INV A			
	INVOICE: 485461		FULL DESC: UNIFORMS		183.83 C-112117		UNIFORMS
	000983 PARAMOUNT UNIFORMS R	C0484758	292137	2018 2 CRM A			
	INVOICE:		FULL DESC: CREDIT UNIFOMRS		-23.00 C-112117		CREDIT UNIFOMRS
						518.47	
	003011 M & M PROMOTIONS	86952	292070	2018 2 INV A			
	INVOICE: 86952		FULL DESC: UNIFORMS		124.00 C-112117		UNIFORMS
			ACCOUNT TOTAL			761.43	
	0010-300-311-00-622100-						
	006685 DEX IMAGING	AR3025629	292047	2018 2 INV A			
	INVOICE:		FULL DESC: COPIER CONTRACT PW		69.98 C-112117		COPIER CONTRACT PW
	014714 INTEGRATED WIRELES	19786	292066	2018 2 INV A			
	INVOICE: 19786		FULL DESC: RADIO EQUIP.		834.60 C-112117		RADIO EQUIP.
	014714 INTEGRATED WIRELES	19834	292065	2018 2 INV A			
	INVOICE: 19834		FULL DESC: RADIO EQUIP.		417.30 C-112117		RADIO EQUIP.

ACCOUNT TOTAL	532.22
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			ORG 315	TOTAL		4,267.30	
411			PARKS DEPARTMENT				
0010-400-411-00-610400-			OFFICE SUPPLIES				
004975 BAREFIELD WORKPLACE	1047335	291835	2018 2 INV A	21.15	C-112117		OFFICE SUPPLIES
INVOICE: 1047335		FULL DESC:	OFFICE SUPPLIES				
006685 DEX IMAGING	AR3050168	291913	2018 2 INV A	19.20	C-112117		PARKS OFFICE COPIER
INVOICE:		FULL DESC:	PARKS OFFICE COPIER CONTRACT				
			ACCOUNT TOTAL	40.35			
0010-400-411-00-611300-			MAINTENANCE VEHICLES				
009578 GATEWAY TIRE & SERVI	I103908176	291767	2018 2 INV A	45.95	C-112117		OIL CHANGE
INVOICE:		FULL DESC:	OIL CHANGE				
			ACCOUNT TOTAL	45.95			
0010-400-411-00-612200-			MAINTENANCE EQUIPMENT & BUILD				
000492 THYSSENKRUPP ELEVATO	3003511348	291537	2018 2 INV A	885.81	C-112117		ELEVATOR MAINTANCE
INVOICE: 3003511348		FULL DESC:	ELEVATOR MAINTANCE - PARKS BLDG				
000541 TRI COUNTY FARM SERV	2-62077	291512	2018 2 INV A	292.95	C-112117		WORK GLOVE
INVOICE:		FULL DESC:	WORK GLOVE				
000665 DESOTO COUNTY COOPER	90568	291526	2018 2 INV A	32.00	C-112117		WORK GLOVES
INVOICE: 90568		FULL DESC:	WORK GLOVES				
000709 WILLIAMS EQUIPMENT & S-	3371638	291765	2018 2 INV A	750.00	C-112117		PALLET FORKS FOR BO
INVOICE:		FULL DESC:	PALLET FORKS FOR BOBCAT				
000983 PARAMOUNT UNIFORMS R	486182	292196	2018 2 INV A	38.00	C-112117		SLATE MATS
INVOICE: 486182		FULL DESC:	SLATE MATS				
001104 SHERWIN WILLIAMS SOU	7820-0	291557	2018 2 INV A	18.75	C-112117		CHERRY VALLEY - GRA
INVOICE:		FULL DESC:	CHERRY VALLEY - GRAFFITI				
001104 SHERWIN WILLIAMS SOU	7951-3	291764	2018 2 INV A	26.05	C-112117		PAINT SUPPLIES
INVOICE:		FULL DESC:	PAINT SUPPLIES				
				44.80			
001150 NAPA GENUINE PARTS C	695-194741	291585	2018 2 INV A	77.98	C-112117		DOLLY WHEELS & TIRE
INVOICE:		FULL DESC:	DOLLY WHEELS & TIRES				
001193 MEMPHIS BEARING AND	528887-IN	291536	2018 2 INV A	30.00	C-112117		SHAFTING
INVOICE:		FULL DESC:	SHAFTING				
006479 AIRGAS MID SOUTH	9949075425	291552	2018 2 INV A	32.30	C-112117		WELDING TANKS
INVOICE: 9949075425		FULL DESC:	WELDING TANKS				
011134 WHITFIELD	55149	291559	2018 2 INV A	665.74	C-112117		ELECTRICAL @ PARKS

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INVOICE: 55149			FULL DESC: ELECTRICAL @ PARKS OFFICE				
020490 INTERSTATE BATTERY S 500041107		292194	2018 2 INV A	569.60	C-112117		BATTERIES
INVOICE: 500041107		FULL DESC: BATTERIES					
		ACCOUNT TOTAL		3,419.18			
0010-400-411-00-612201-			PARK MAINTENANCE				
000294 SAFETY-QUIP	A-386026	291561	2018 2 INV A	103.00	C-112117		PORTABLE TOILET @ G
INVOICE:		FULL DESC: PORTABLE TOILET @ GOLF					
000294 SAFETY-QUIP	A-386027	291556	2018 2 INV A	75.00	C-112117		PORTABLE TOILET @ T
INVOICE:		FULL DESC: PORTABLE TOILET @ TENNIS					
000294 SAFETY-QUIP	A-386039	291766	2018 2 INV A	285.00	C-112117		PORTA POTTY-CENTRAL
INVOICE:		FULL DESC: PORTA POTTY-CENTRAL PARK					
				463.00			
000308 MAINTENANCE SUPPLY	206234	291516	2018 2 INV A	862.42	C-112117		ZIP TIES
INVOICE: 206234		FULL DESC: ZIP TIES					
001056 BWI MEMPHIS	14464618	291517	2018 2 INV A	13.63	C-112117		CHEMICAL MEASURE PI
INVOICE: 14464618		FULL DESC: CHEMICAL MEASURE PITCHER					
001104 SHERWIN WILLIAMS SOU 7041-8		291525	2018 2 INV A	49.14	C-112117		GRAFFITI REMOVAL
INVOICE:		FULL DESC: GRAFFITI REMOVAL					
001104 SHERWIN WILLIAMS SOU 7617-0		291524	2018 2 INV A	118.02	C-112117		GRAFFITI REMOVAL
INVOICE:		FULL DESC: GRAFFITI REMOVAL					
				167.16			
011134 WHITFIELD	55246	292198	2018 2 INV A	395.41	C-112117		PEDESTAL REPAIR/ CE
INVOICE: 55246		FULL DESC: PEDESTAL REPAIR/ CENTRAL PARK					
		ACCOUNT TOTAL		1,901.62			
0010-400-411-00-612500-			UNIFORMS				
000983 PARAMOUNT UNIFORMS R 21010		292197	2018 2 INV A	636.10	C-112117		PARKS UNIFORMS/ OVE
INVOICE: 21010		FULL DESC: PARKS UNIFORMS/ OVERALLS					
000983 PARAMOUNT UNIFORMS R 484714		291533	2018 2 INV A	421.20	C-112117		PARKS UNIFORMS
INVOICE: 484714		FULL DESC: PARKS UNIFORMS					
000983 PARAMOUNT UNIFORMS R 485848		291763	2018 2 INV A	55.02	C-112117		GOLF UNIFORM
INVOICE: 485848		FULL DESC: GOLF UNIFORM					
000983 PARAMOUNT UNIFORMS R 486181		292195	2018 2 INV A	408.20	C-112117		PARKS UNIFORMS
INVOICE: 486181		FULL DESC: PARKS UNIFORMS					
				1,520.52			
		ACCOUNT TOTAL		1,520.52			
0010-400-411-00-613400-			COMMUNITY EVENTS				
000378 WAYNES CANDY CO INC 87650		291622	2018 2 INV A	1,513.84	C-112117		EASTER CANDY
INVOICE: 87650		FULL DESC: EASTER CANDY					

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	000378 WAYNES CANDY CO INC	87651	291623	2018 2 INV A	998.86	C-112117	CHRISTMAS PARADE CA
	INVOICE: 87651		FULL DESC: CHRISTMAS PARADE CANDY				
					2,512.70		
	000611 SIGNS & STUFF	95373	291523	2018 2 INV A	513.00	C-112117	SOUTHERN LIGHTS SIG
	INVOICE: 95373		FULL DESC: SOUTHERN LIGHTS SIGNS				
	000665 DESOTO COUNTY COOPER	69389	291560	2018 2 INV A	135.00	C-112117	HAY BALE FOR MAYOR/
	INVOICE: 69389		FULL DESC: HAY BALE FOR MAYOR/BOARD				
	004545 FIRST CHOICE CATERIN	112	291826	2018 2 INV A	5,581.50	C-112117	VETERAN'S DAY LUNCH
	INVOICE: 112		FULL DESC: VETERAN'S DAY LUNCHEON 2017				
	011749 PROSHOW SYSTEMS, LLC	12914	291910	2018 2 INV A	2,857.50	C-112117	DEPOSIT FOR CHRISTM
	INVOICE: 12914		FULL DESC: DEPOSIT FOR CHRISTMAS IN THE PARK SCREEN				
	013650 BATTERIES PLUS	374103317-01	291534	2018 2 INV A	1,380.00	C-112117	BULBS - SOUTHERN LI
	INVOICE:		FULL DESC: BULBS - SOUTHERN LIGHTS				
	013650 BATTERIES PLUS	374103327-01	291553	2018 2 INV A	410.00	C-112117	ROPE LIGHTS
	INVOICE:		FULL DESC: ROPE LIGHTS				
					1,790.00		
	022719 UMB CARD SERVICES	11012017	292115	2018 2 INV A	566.70	C-112117	SUPPLIES
	INVOICE: 11012017		FULL DESC: SUPPLIES				
	024542 BRIGGS EQUIPMENT	INV1024278	291532	2018 2 INV A	754.00	C-112117	LIGHT RENTAL - TRUN
	INVOICE:		FULL DESC: LIGHT RENTAL - TRUNK OR TREAT				
			ACCOUNT TOTAL		14,710.40		
	0010-400-411-00-621900-			ASSOCIATIONAL DUES			
	003923 MS SOCCER ASSO	10088164	291541	2018 2 INV A	780.00	C-112117	COACHES - SOCCER FA
	INVOICE: 10088164		FULL DESC: COACHES - SOCCER FALL				
	003923 MS SOCCER ASSO	10088167	291542	2018 2 INV A	1,947.00	C-112117	FALL SOCCER REGISTR
	INVOICE: 10088167		FULL DESC: FALL SOCCER REGISTRATIONS U3 TO U8				
	003923 MS SOCCER ASSO	10088168	291543	2018 2 INV A	3,330.00	C-112117	FALL SOCCER REGISTR
	INVOICE: 10088168		FULL DESC: FALL SOCCER REGISTRATIONS U9 TO U19				
	003923 MS SOCCER ASSO	10088169	291540	2018 2 INV A	228.00	C-112117	FALL SOCCER REGISTR
	INVOICE: 10088169		FULL DESC: FALL SOCCER REGISTRATION FEE				
					6,285.00		
	016831 GOTSOCCKER.COM	46319	291538	2018 2 INV A	54.00	C-112117	TOP SOCCER REGISTRA
	INVOICE: 46319		FULL DESC: TOP SOCCER REGISTRATIONS 2017/2018				
	016831 GOTSOCCKER.COM	46792	291539	2018 2 INV A	21.00	C-112117	TOP SOCCER REGISTRA
	INVOICE: 46792		FULL DESC: TOP SOCCER REGISTRATIONS 2016/2017				
					75.00		
			ACCOUNT TOTAL		6,360.00		

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	0010-400-411-00-622100- 022719 UMB CARD SERVICES INVOICE: 11012017	11012017	292115 FULL DESC: SUPPLIES	PROFESSIONAL SERVICES 2018 2 INV A	412.00	C-112117	SUPPLIES
	027303 SERRANO-GARCIA CRIST INVOICE: 11062017	11062017	291762 FULL DESC: JUNIOR DEVELOPMENT TENNIS PRO	2018 2 INV A	90.00	C-112117	JUNIOR DEVELOPMENT
			ACCOUNT TOTAL		502.00		
	0010-400-411-00-625700- 018521 SOUTHERN TELECOMMUNI INVOICE: 10272017	10272017	291736 FULL DESC: ACCT 2480	TELEPHONE & POSTAGE 2018 2 INV A	126.09	C-112117	ACCT 2480
			ACCOUNT TOTAL		126.09		
	0010-400-411-00-626900- 004043 DESOTO COUNTY BUSINE INVOICE:	11-6-17	291527 FULL DESC: ANNUAL MEMBERSHIP DUES - OLIVIA CRAIG	TRAVEL & TRAINING 2018 2 INV A	60.00	C-112117	ANNUAL MEMBERSHIP D
			ACCOUNT TOTAL		60.00		
	0010-400-411-00-627901- 000975 SMITH BILLY K INVOICE: 11092017	11092017	291964 FULL DESC: CHERRY VALLEY FOOTBALL	UMPIRES 2018 2 INV A	180.00	C-112117	CHERRY VALLEY FOOTB
	001090 FOSHEE, FRED INVOICE: 11092017	11092017	291955 FULL DESC: CHERRY VALLEY FOOTBALL	2018 2 INV A	180.00	C-112117	CHERRY VALLEY FOOTB
	002857 TURNER DALE INVOICE: 11162017	11162017	291939 FULL DESC: SOFTBALL UMPIRES/ NOV.1-16	2018 2 INV A	525.00	C-112117	SOFTBALL UMPIRES/ N
	006653 STRIBLING KEITH INVOICE: 11162017	11162017	291938 FULL DESC: SOFTBALL UMPIRES/ NOV.1-16	2018 2 INV A	375.00	C-112117	SOFTBALL UMPIRES/ N
	009136 SINQUEFIELD MURRAY INVOICE: 11092017	11092017	291963 FULL DESC: CHERRY VALLEY FOOTBALL	2018 2 INV A	180.00	C-112117	CHERRY VALLEY FOOTB
	011508 DOCKERY LAWRENCE INVOICE: 11142017	11142017	291942 FULL DESC: SOCCER UMPIRE/FALL 2017	2018 2 INV A	40.00	C-112117	SOCCER UMPIRE/FALL
	013794 STRICKLAND ERIK RYAN INVOICE: 11092017	11092017	291965 FULL DESC: CHERRY VALLEY FOOTBALL	2018 2 INV A	180.00	C-112117	CHERRY VALLEY FOOTB
	015545 KLINCK ZACHARY A INVOICE: 11142017	11142017	291946 FULL DESC: SOCCER UMPIRE/FALL 2017	2018 2 INV A	180.00	C-112117	SOCCER UMPIRE/FALL
	016709 DAVIS DANIEL INVOICE: 11092017	11092017	291953 FULL DESC: CHERRY VALLEY FOOTBALL	2018 2 INV A	70.00	C-112117	CHERRY VALLEY FOOTB
	018046 HERRON SHELTON INVOICE: 11092017	11092017	291957 FULL DESC: CHERRY VALLEY FOOTBALL	2018 2 INV A	90.00	C-112117	CHERRY VALLEY FOOTB

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018965 WAMMACK TERRY INVOICE: 11092017	11092017	291967 FULL DESC: CHERRY VALLEY FOOTBALL	2018 2 INV A	180.00 C-112117		CHERRY VALLEY FOOTB
024015 RENA BRIAN INVOICE: 11092017	11092017	291961 FULL DESC: CHERRY VALLEY FOOTBALL	2018 2 INV A	160.00 C-112117		CHERRY VALLEY FOOTB
024018 THOMAS OWEN TAYLOR INVOICE: 11142017	11142017	291949 FULL DESC: SOCCER UMPIRE/FALL 2017	2018 2 INV A	40.00 C-112117		SOCCER UMPIRE/FALL
024024 WILLIAMS TAYLOR INVOICE: 11142017	11142017	291951 FULL DESC: SOCCER UMPIRE/FALL 2017	2018 2 INV A	30.00 C-112117		SOCCER UMPIRE/FALL
024025 HELMS HANNAH INVOICE: 11142017	11142017	291945 FULL DESC: SOCCER UMPIRE/FALL 2017	2018 2 INV A	30.00 C-112117		SOCCER UMPIRE/FALL
024526 LACEY PATRICK INVOICE: 11092017	11092017	291958 FULL DESC: CHERRY VALLEY FOOTBALL	2018 2 INV A	70.00 C-112117		CHERRY VALLEY FOOTB
025560 THOMAS IAN T INVOICE: 11142017	11142017	291948 FULL DESC: SOCCER UMPIRE/FALL 2017	2018 2 INV A	40.00 C-112117		SOCCER UMPIRE/FALL
025570 BLOODWORTH MADISON INVOICE: 11142017	11142017	291940 FULL DESC: SOCCER UMPIRE/FALL 2017	2018 2 INV A	30.00 C-112117		SOCCER UMPIRE/FALL
027333 DOWTY HANNAH INVOICE: 11142017	11142017	291943 FULL DESC: SOCCER UMPIRE/FALL 2017	2018 2 INV A	25.00 C-112117		SOCCER UMPIRE/FALL
ACCOUNT TOTAL				2,605.00		
ORG 411 TOTAL				31,291.11		
412	PARK TOURNAMENTS					
0010-400-412-00-626102-	PROMOTIONS					
001121 NEWTON TROPHY INVOICE: 100893	100893	291530 FULL DESC: CHEERLEADING TROPHIES	2018 2 INV A	278.25 C-112117		CHEERLEADING TROPHI
003011 M & M PROMOTIONS INVOICE: 87084	87084	291554 FULL DESC: TENNIS TOURNAMENT SHIRTS	2018 2 INV A	508.80 C-112117		TENNIS TOURNAMENT S
003011 M & M PROMOTIONS INVOICE: 87107	87107	291555 FULL DESC: TENNIS TOURNAMENT SHIRTS	2018 2 INV A	341.00 C-112117		TENNIS TOURNAMENT S
				849.80		
013885 DESOTO COUNTY SOCCER 2017-FTSU INVOICE:	291535	FULL DESC: 2017 FALL TOP SOCCER UNIFORMS	2018 2 INV A	1,195.88 C-112117		2017 FALL TOP SOCCE
ACCOUNT TOTAL				2,323.93		
ORG 412 TOTAL				2,323.93		

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511							
	0010-500-511-00-610400-						
	004975 BAREFIELD WORKPLACE	1047335	291835	2018 2 INV A	5.64	C-112117	OFFICE SUPPLIES
	INVOICE: 1047335		FULL DESC: OFFICE SUPPLIES				
			ACCOUNT TOTAL		5.64		
	0010-500-511-00-612200-						
	000983 PARAMOUNT UNIFORMS R	485458	291569	2018 2 INV A	5.00	C-112117	MAINT. & EQUIP.
	INVOICE: 485458		FULL DESC: MAINT. & EQUIP.				
			ACCOUNT TOTAL		5.00		
	0010-500-511-00-612500-						
	003011 M & M PROMOTIONS	87079	291733	2018 2 INV A	100.00	C-112117	UNIFORMS
	INVOICE: 87079		FULL DESC: UNIFORMS				
			ACCOUNT TOTAL		100.00		
	0010-500-511-00-614900-						
	012713 HILL'S PET NUTRITION	229092350	291566	2018 2 INV A	120.72	C-112117	FEED ANIMALS
	INVOICE: 229092350		FULL DESC: FEED ANIMALS				
	012713 HILL'S PET NUTRITION	229138561	291567	2018 2 INV A	120.72	C-112117	FEED ANIMALS
	INVOICE: 229138561		FULL DESC: FEED ANIMALS				
	012713 HILL'S PET NUTRITION	229182047	291568	2018 2 INV A	135.80	C-112117	FEED ANIMALS
	INVOICE: 229182047		FULL DESC: FEED ANIMALS				
					377.24		
			ACCOUNT TOTAL		377.24		
	0010-500-511-00-622100-						
	000801 STERICYCLE INC	4007402622	291564	2018 2 INV A	25.23	C-112117	PROF. SERVICES
	INVOICE: 4007402622		FULL DESC: PROF. SERVICES				
	013714 HOLIDAY INN	15881	291836	2018 2 INV A	108.00	C-112117	PROF SERVICES/ PHIL
	INVOICE: 15881		FULL DESC: PROF SERVICES/ PHIL BUSHBY				
	013714 HOLIDAY INN	15882	291837	2018 2 INV A	108.00	C-112117	PROF. SERVICES/ PHI
	INVOICE: 15882		FULL DESC: PROF. SERVICES/ PHIL BUSHBY				
	013714 HOLIDAY INN	15883	291838	2018 2 INV A	108.00	C-112117	PROF. SERVICES/ PHI
	INVOICE: 15883		FULL DESC: PROF. SERVICES/ PHIL BUSBY				
	013714 HOLIDAY INN	15884	291839	2018 2 INV A	108.00	C-112117	PROF. SERVICES/ PHI
	INVOICE: 15884		FULL DESC: PROF. SERVICES/ PHIL BUSHBY				
					432.00		
	016584 WOODRUFF KIMBERLY	6-18	291565	2018 2 INV A	87.79	C-112117	PROF. SERVICES
	INVOICE:		FULL DESC: PROF. SERVICES				
	017650 ELMORE RD VETERINARY	97965	291570	2018 2 INV A	185.00	C-112117	PROF. SERVICES
	INVOICE: 97965		FULL DESC: PROF. SERVICES				

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ACCOUNT TOTAL 730.02

ORG 511 TOTAL 1,217.90

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EXPENSE ACCOUNTS

0010-900-902-00-620500-

CONDEMNED PROPERTY MANAGEMENT

020065 BLC OF MS LLC	7249	291689	2018 2 INV A	84.00	C-112117	PARCEL: 10741903000
INVOICE: 7249		FULL DESC: PARCEL: 1074190300023400				
020065 BLC OF MS LLC	7250	291731	2018 2 INV A	168.00	C-112117	PARCEL: 10741907001
INVOICE: 7250		FULL DESC: PARCEL: 1074190700111000				
020065 BLC OF MS LLC	7251	291730	2018 2 INV A	195.00	C-112117	PARCEL: 10741914000
INVOICE: 7251		FULL DESC: PARCEL: 1074191400000600				
020065 BLC OF MS LLC	7252	291729	2018 2 INV A	84.00	C-112117	PARCEL: 10752110000
INVOICE: 7252		FULL DESC: PARCEL: 1075211000011500				
020065 BLC OF MS LLC	7253	291728	2018 2 INV A	168.00	C-112117	PARCEL: 10852213000
INVOICE: 7253		FULL DESC: PARCEL: 1085221300000300				
020065 BLC OF MS LLC	7254	291727	2018 2 INV A	168.00	C-112117	PARCEL: 10852213000
INVOICE: 7254		FULL DESC: PARCEL: 1085221300000400				
020065 BLC OF MS LLC	7255	291726	2018 2 INV A	168.00	C-112117	PARCEL: 20720426000
INVOICE: 7255		FULL DESC: PARCEL: 2072042600000200				
020065 BLC OF MS LLC	7256	291725	2018 2 INV A	470.00	C-112117	PARCEL: 20810011100
INVOICE: 7256		FULL DESC: PARCEL: 20810011100001500				
020065 BLC OF MS LLC	7257	291724	2018 2 INV A	306.00	C-112117	PARCEL: 20810011100
INVOICE: 7257		FULL DESC: PARCEL: 20810011100002600				
020065 BLC OF MS LLC	7258	291723	2018 2 INV A	306.00	C-112117	PARCEL: 20810011100
INVOICE: 7258		FULL DESC: PARCEL: 20810011100002700				
020065 BLC OF MS LLC	7259	291732	2018 2 INV A	2,500.00	C-112117	PARCEL: 10752112000
INVOICE: 7259		FULL DESC: PARCEL: 1075211200022900				
020065 BLC OF MS LLC	7260	291722	2018 2 INV A	84.00	C-112117	983 BOULDER CV
INVOICE: 7260		FULL DESC: 983 BOULDER CV				
020065 BLC OF MS LLC	7261	291705	2018 2 INV A	168.00	C-112117	8431 BOONVILLE DR
INVOICE: 7261		FULL DESC: 8431 BOONVILLE DR				
020065 BLC OF MS LLC	7262	291704	2018 2 INV A	84.00	C-112117	8206 CEDARBROOK DR
INVOICE: 7262		FULL DESC: 8206 CEDARBROOK DR				
020065 BLC OF MS LLC	7263	291703	2018 2 INV A	84.00	C-112117	2211 CEDARWOOD CV
INVOICE: 7263		FULL DESC: 2211 CEDARWOOD CV				
020065 BLC OF MS LLC	7264	291702	2018 2 INV A	84.00	C-112117	2240 CEDARWOOD CV
INVOICE: 7264		FULL DESC: 2240 CEDARWOOD CV				
020065 BLC OF MS LLC	7265	291701	2018 2 INV A	84.00	C-112117	7715 CHARLESTON DR
INVOICE: 7265		FULL DESC: 7715 CHARLESTON DR				
020065 BLC OF MS LLC	7266	291700	2018 2 INV A	84.00	C-112117	526 CHRISTYBROOK CV
INVOICE: 7266		FULL DESC: 526 CHRISTYBROOK CV				
020065 BLC OF MS LLC	7267	291699	2018 2 INV A	84.00	C-112117	1676 CUSTER DR
INVOICE: 7267		FULL DESC: 1676 CUSTER DR				
020065 BLC OF MS LLC	7268	291698	2018 2 INV A	84.00	C-112117	1741 GEORGE PL
INVOICE: 7268		FULL DESC: 1741 GEORGE PL				
020065 BLC OF MS LLC	7269	291697	2018 2 INV A	84.00	C-112117	861 GREAT OAKS
INVOICE: 7269		FULL DESC: 861 GREAT OAKS				
020065 BLC OF MS LLC	7270	291696	2018 2 INV A	84.00	C-112117	965 GREAT OAKS DR
INVOICE: 7270		FULL DESC: 965 GREAT OAKS DR				
020065 BLC OF MS LLC	7271	291695	2018 2 INV A	84.00	C-112117	7659 GREENBROOK PKW

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INVOICE: 7271			FULL DESC: 7659 GREENBROOK PKWY				
020065 BLC OF MS LLC	7272	291691	2018 2 INV A	84.00	C-112117		2507 GREENCLIFF DR
INVOICE: 7272			FULL DESC: 2507 GREENCLIFF DR				
020065 BLC OF MS LLC	7273	291694	2018 2 INV A	84.00	C-112117		2160 HEATHER RIDGE
INVOICE: 7273			FULL DESC: 2160 HEATHER RIDGE				
020065 BLC OF MS LLC	7274	291693	2018 2 INV A	84.00	C-112117		2165 HEATHER RIDGE
INVOICE: 7274			FULL DESC: 2165 HEATHER RIDGE				
020065 BLC OF MS LLC	7275	291692	2018 2 INV A	84.00	C-112117		1625 HICKORY DR
INVOICE: 7275			FULL DESC: 1625 HICKORY DR				
020065 BLC OF MS LLC	7276	291690	2018 2 INV A	84.00	C-112117		352 HILLBROOK DR
INVOICE: 7276			FULL DESC: 352 HILLBROOK DR				
020065 BLC OF MS LLC	7277	291675	2018 2 INV A	84.00	C-112117		2503 HUNTERS POINT
INVOICE: 7277			FULL DESC: 2503 HUNTERS POINT DR				
020065 BLC OF MS LLC	7278	291676	2018 2 INV A	84.00	C-112117		8878 LITTLE HOUSE C
INVOICE: 7278			FULL DESC: 8878 LITTLE HOUSE CV				
020065 BLC OF MS LLC	7279	291677	2018 2 INV A	84.00	C-112117		4485 NICHOLAS LN
INVOICE: 7279			FULL DESC: 4485 NICHOLAS LN				
020065 BLC OF MS LLC	7280	291678	2018 2 INV A	168.00	C-112117		1744 NORTHFIELD DR
INVOICE: 7280			FULL DESC: 1744 NORTHFIELD DR				
020065 BLC OF MS LLC	7281	291679	2018 2 INV A	84.00	C-112117		42 PEPPERBROOK CV
INVOICE: 7281			FULL DESC: 42 PEPPERBROOK CV				
020065 BLC OF MS LLC	7282	291680	2018 2 INV A	84.00	C-112117		8131 PINEBROOK DR
INVOICE: 7282			FULL DESC: 8131 PINEBROOK DR				
020065 BLC OF MS LLC	7283	291681	2018 2 INV A	1,484.00	C-112117		55 STATELINE
INVOICE: 7283			FULL DESC: 55 STATELINE				
020065 BLC OF MS LLC	7284	291682	2018 2 INV A	84.00	C-112117		1582 STAUNTON DR
INVOICE: 7284			FULL DESC: 1582 STAUNTON DR				
020065 BLC OF MS LLC	7285	291683	2018 2 INV A	84.00	C-112117		1597 STAUNTON DR
INVOICE: 7285			FULL DESC: 1597 STAUNTON DR				
020065 BLC OF MS LLC	7286	291684	2018 2 INV A	84.00	C-112117		37 STONEBROOK CV
INVOICE: 7286			FULL DESC: 37 STONEBROOK CV				
020065 BLC OF MS LLC	7287	291685	2018 2 INV A	84.00	C-112117		680 THORNWOOD DR
INVOICE: 7287			FULL DESC: 680 THORNWOOD DR				
020065 BLC OF MS LLC	7288	291686	2018 2 INV A	84.00	C-112117		5820 WESTIMIISTER L
INVOICE: 7288			FULL DESC: 5820 WESTIMIISTER LN				
020065 BLC OF MS LLC	7289	291687	2018 2 INV A	84.00	C-112117		9146 WHITWORTH ST
INVOICE: 7289			FULL DESC: 9146 WHITWORTH ST				
020065 BLC OF MS LLC	7290	291688	2018 2 INV A	84.00	C-112117		292 WOODSMOKE DR
INVOICE: 7290			FULL DESC: 292 WOODSMOKE DR				
				8,789.00			
ACCOUNT TOTAL				8,789.00			
0010-900-902-00-620700-	CITY BEAUTIFICATION						
025438 CUSTOM PRODUCTS CORP 296835	292168	2018 2 INV A	3,453.98	C-112117			CITY BEAUTIFICATION
INVOICE: 296835		FULL DESC: CITY BEAUTIFICATION SIGNS					
025438 CUSTOM PRODUCTS CORP 297036	292169	2018 2 INV A	1,199.72	C-112117			CITY BEAUTIFICATION
INVOICE: 297036		FULL DESC: CITY BEAUTIFICATION SIGNS					
				4,653.70			

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ACCOUNT TOTAL			4,653.70			
0010-900-902-00-620750- 020065 BLC OF MS LLC INVOICE: 7291	7291	292062 FULL DESC:	LANDSCAPE GROUNDS MANICURE ROW 2018 2 INV A TRAINING CENTER CLEAN UP	8,933.00	C-112117	TRAINING CENTER CLE
ACCOUNT TOTAL			8,933.00			
0010-900-902-00-620902- 000021 A-1 FIRE PROTECTION INVOICE: 50959	50959	292025 FULL DESC:	FACILITIES MANAGEMENT 2018 2 INV A FIRE ECTINGUISHERS	316.00	C-112117	FIRE ECTINGUISHERS
000172 AUTOMATIC RAIN INVOICE: 4791	4791	292027 FULL DESC:	2018 2 INV A LAWN SPRINKLER MAINT.	141.00	C-112117	LAWN SPRINKLER MAIN
000172 AUTOMATIC RAIN INVOICE: 4921	4921	292061 FULL DESC:	2018 2 INV A LAWN SPRINKLER MAINT.	110.00	C-112117	LAWN SPRINKLER MAIN
000172 AUTOMATIC RAIN INVOICE: 4931	4931	292053 FULL DESC:	2018 2 INV A LAWN SPRINKLER MAINT.	110.00	C-112117	LAWN SPRINKLER MAIN
000172 AUTOMATIC RAIN INVOICE: 4933	4933	292056 FULL DESC:	2018 2 INV A LAWN SPRINKLER MAINT.	110.00	C-112117	LAWN SPRINKLER MAIN
000172 AUTOMATIC RAIN INVOICE: 4934	4934	292054 FULL DESC:	2018 2 INV A LAWN SPRINKLER MAINT.	110.00	C-112117	LAWN SPRINKLER MAIN
000172 AUTOMATIC RAIN INVOICE: 4935	4935	292057 FULL DESC:	2018 2 INV A LAWN SPRINKLER MAINT.	110.00	C-112117	LAWN SPRINKLER MAIN
000172 AUTOMATIC RAIN INVOICE: 4938	4938	292058 FULL DESC:	2018 2 INV A LAWN SPRINKLER MAINT.	110.00	C-112117	LAWN SPRINKLER MAIN
000172 AUTOMATIC RAIN INVOICE: 4984	4984	292059 FULL DESC:	2018 2 INV A LAWN SPRINKLER	110.00	C-112117	LAWN SPRINKLER
000172 AUTOMATIC RAIN INVOICE: 4985	4985	292060 FULL DESC:	2018 2 INV A LAWN SPRINKLER MAINT.	110.00	C-112117	LAWN SPRINKLER MAIN
			1,021.00			
000305 MEMPHIS ICE MACHINE INVOICE: 70374	70374	292111 FULL DESC:	2018 2 INV A ANNUAL ICE MACHINE MAINT.	150.00	C-112117	ANNUAL ICE MACHINE
000379 HERNDON ELECTRIC INVOICE: 8209	8209	291897 FULL DESC:	2018 2 INV A IT SERVER ROOM INSTALL	370.00	C-112117	IT SERVER ROOM INST
000469 TRI-STAR COMPANIES, INVOICE:	TC8674	292158 FULL DESC:	2018 2 INV A HVAC / SPECIAL UNITS BUILDING	185.00	C-112117	HVAC / SPECIAL UNIT
000469 TRI-STAR COMPANIES, INVOICE:	TC8692	292163 FULL DESC:	2018 2 INV A HVAC SERVICE/ CITY H	1,031.45	C-112117	HVAC SERVICE/ CITY H
000469 TRI-STAR COMPANIES, INVOICE:	TC8919	292152 FULL DESC:	2018 2 INV A HVAC SERV/ SH STORM SHELTER	1,280.64	C-112117	HVAC SERV/ SH STORM
000469 TRI-STAR COMPANIES, INVOICE:	TC8943	292156 FULL DESC:	2018 2 INV A HVAC SERVICE / HEAR	3,949.58	C-112117	HVAC SERVICE / HEAR
000469 TRI-STAR COMPANIES, INVOICE:	TC9191	292160 FULL DESC:	2018 2 INV A HVAC SERV/ FIRE STA	1,660.01	C-112117	HVAC SERV/ FIRE STA
000469 TRI-STAR COMPANIES, INVOICE:	TC9275	291890 FULL DESC:	2018 2 INV A ROOF LEAK IN IT DEPT. / CITY HALL	875.80	C-112117	ROOF LEAK IN IT DEP
000469 TRI-STAR COMPANIES, INVOICE:	TC9277	292161 FULL DESC:	2018 2 INV A HVAC SERVICES/ FIRE	1,665.71	C-112117	HVAC SERVICES/ FIRE

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INVOICE:			FULL DESC:	HVAC SERVICES/ FIRE STATION 2			
000469 TRI-STAR COMPANIES,	TC9449	292162	2018 2 INV A	675.00 C-112117			HVAC SERV. / FIRE S
INVOICE:			FULL DESC:	HVAC SERV. / FIRE STATION 1			
000469 TRI-STAR COMPANIES,	TC9463	292157	2018 2 INV A	1,580.00 C-112117			HVAC SER/ LIBRARY
INVOICE:			FULL DESC:	HVAC SER/ LIBRARY			
000469 TRI-STAR COMPANIES,	TC9465	292155	2018 2 INV A	4,952.67 C-112117			HVAC SER/ FIRE STAT
INVOICE:			FULL DESC:	HVAC SER/ FIRE STATION 1			
000469 TRI-STAR COMPANIES,	TC9484	292092	2018 2 INV A	394.44 C-112117			HVAC SER/ POLICE DE
INVOICE:			FULL DESC:	HVAC SER/ POLICE DEPT.			
000469 TRI-STAR COMPANIES,	TC9538	292095	2018 2 INV A	873.53 C-112117			HVAC SERV/ POLICE D
INVOICE:			FULL DESC:	HVAC SERV/ POLICE DEPT.			
000469 TRI-STAR COMPANIES,	TC9609	292153	2018 2 INV A	434.36 C-112117			HVAC SERV/ CITY HAL
INVOICE:			FULL DESC:	HVAC SERV/ CITY HALL			
000469 TRI-STAR COMPANIES,	TC9614	292154	2018 2 INV A	185.00 C-112117			HVAC SER/ WIN JOB C
INVOICE:			FULL DESC:	HVAC SER/ WIN JOB CENTER			
000469 TRI-STAR COMPANIES,	TC9621	292159	2018 2 INV A	186.75 C-112117			HVAC/L COURT BUILDI
INVOICE:			FULL DESC:	HVAC/L COURT BUILDING			
000469 TRI-STAR COMPANIES,	TC9624	292093	2018 2 INV A	490.28 C-112117			HVAC SER/ EAST PREC
INVOICE:			FULL DESC:	HVAC SER/ EAST PRECINCT BLDG.			
000469 TRI-STAR COMPANIES,	TC9645	292087	2018 2 INV A	720.40 C-112117			HVAC SERVICE/ WINN
INVOICE:			FULL DESC:	HVAC SERVICE/ WINN JOB CENTER			
000469 TRI-STAR COMPANIES,	TC9651	292086	2018 2 INV A	1,482.09 C-112117			HVAC SER @ FIRE STA
INVOICE:			FULL DESC:	HVAC SER @ FIRE STATION 2			
000469 TRI-STAR COMPANIES,	TC9656	292089	2018 2 INV A	185.00 C-112117			HVAC SERV/ CITY HAL
INVOICE:			FULL DESC:	HVAC SERV/ CITY HALL			
000469 TRI-STAR COMPANIES,	TC9677	292091	2018 2 INV A	185.00 C-112117			HVAC SER/ CITY HALL
INVOICE:			FULL DESC:	HVAC SER/ CITY HALL			
000469 TRI-STAR COMPANIES,	TC9683	292088	2018 2 INV A	230.00 C-112117			HVAC SERVICE / CITY
INVOICE:			FULL DESC:	HVAC SERVICE / CITY HALL			
				23,222.71			
000492 THYSSENKRUPP ELEVATO	3003509812	292147	2018 2 INV A	1,770.72 C-112117			ELEVATOR SERVICES
INVOICE: 3003509812			FULL DESC:	ELEVATOR SERVICES			
000615 PAYNES LOCKSMITH SER	8222	291546	2018 2 INV A	70.00 C-112117			ADD ALDERMAN WHEEL
INVOICE: 8222			FULL DESC:	ADD ALDERMAN WHEELER TO CONFERENCE ROOM DOOR			
000615 PAYNES LOCKSMITH SER	8224	292140	2018 2 INV A	77.00 C-112117			LOCK SERVICES
INVOICE: 8224			FULL DESC:	LOCK SERVICES			
				147.00			
000949 INTEGRATED COMMUNICA	31345	291894	2018 2 INV A	1,860.00 C-112117			TORNANDO SIREN MAIN
INVOICE: 31345			FULL DESC:	TORNANDO SIREN MAINTENANCE			
001540 MURPHY & SONS, INC.	2315	292118	2018 2 INV A	1,436.25 C-112117			MATERIAL FOR PROJEC
INVOICE: 2315			FULL DESC:	MATERIAL FOR PROJECT			
006685 DEX IMAGING	AR3040172	292178	2018 2 INV A	41.80 C-112117			MP8833-CITY CLERK
INVOICE:			FULL DESC:	MP8833-CITY CLERK			
007174 DENNIS WRIGHT & SON	33335	292041	2018 2 INV A	408.00 C-112117			PLUMBING @ FIRE STA

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INVOICE: 33335			FULL DESC:	PLUMBING @ FIRE STATION #4			
007174 DENNIS WRIGHT & SON	33399		292063	2018 2 INV A	368.00	C-112117	PLUMBING SER @ FIRE
INVOICE: 33399			FULL DESC:	PLUMBING SER @ FIRE STATION #2			
007174 DENNIS WRIGHT & SON	33446		292042	2018 2 INV A	228.00	C-112117	WINN JOB CENTER REP
INVOICE: 33446			FULL DESC:	WINN JOB CENTER REPAIR			
007174 DENNIS WRIGHT & SON	33449		292043	2018 2 INV A	962.37	C-112117	PLUMBING @ CITY HAL
INVOICE: 33449			FULL DESC:	PLUMBING @ CITY HALL			
					1,966.37		
012576 AKINS DWAYNE ODIS	2178		292039	2018 2 INV A	718.75	C-112117	CLEANING POLICE DEP
INVOICE: 2178			FULL DESC:	CLEANING POLICE DEPT.			
012576 AKINS DWAYNE ODIS	2179		292038	2018 2 INV A	2,450.75	C-112117	CLEANING @ POLICE D
INVOICE: 2179			FULL DESC:	CLEANING @ POLICE DEPT. /FLOORS			
012576 AKINS DWAYNE ODIS	2180		292037	2018 2 INV A	3,685.00	C-112117	CLEANING @ MUNICIPA
INVOICE: 2180			FULL DESC:	CLEANING @ MUNICIPAL COMPLEX/ FLOORS			
012576 AKINS DWAYNE ODIS	2181		292036	2018 2 INV A	96.75	C-112117	CLEANING @ 3164 MAY
INVOICE: 2181			FULL DESC:	CLEANING @ 3164 MAY BLVD			
012576 AKINS DWAYNE ODIS	2182		292035	2018 2 INV A	156.75	C-112117	CLEANING @ 1855 VET
INVOICE: 2182			FULL DESC:	CLEANING @ 1855 VETERAINS DR			
012576 AKINS DWAYNE ODIS	2183		292034	2018 2 INV A	718.75	C-112117	CLEANING @ POLICE S
INVOICE: 2183			FULL DESC:	CLEANING @ POLICE STATION			
012576 AKINS DWAYNE ODIS	2184		292033	2018 2 INV A	96.75	C-112117	CLEANING @ 3164 MAY
INVOICE: 2184			FULL DESC:	CLEANING @ 3164 MAY BLVD			
012576 AKINS DWAYNE ODIS	2185		292032	2018 2 INV A	970.00	C-112117	CLEANING @ MUNICIPA
INVOICE: 2185			FULL DESC:	CLEANING @ MUNICIPAL COURT			
012576 AKINS DWAYNE ODIS	2186		292031	2018 2 INV A	585.00	C-112117	CLEANING @ 3164 MAY
INVOICE: 2186			FULL DESC:	CLEANING @ 3164 MAY BLVD			
012576 AKINS DWAYNE ODIS	2187		292030	2018 2 INV A	156.75	C-112117	CLEANING @ 1855 VET
INVOICE: 2187			FULL DESC:	CLEANING @ 1855 VETERAINS DR			
					9,635.25		
016517 UPCHURCH SERVICES, L	113714		292180	2018 2 INV A	4,935.00	C-112117	HVAC SER/ BANKPLUS
INVOICE: 113714			FULL DESC:	HVAC SER/ BANKPLUS SPORTS CENT.			
017424 BLEWCOMM INC	11-2017-05		291888	2018 2 INV A	150.00	C-112117	TROUBLE SHOOT LIBRA
INVOICE:			FULL DESC:	TROUBLE SHOOT LIBRARY PHONE SYSTEM			
018342 GREAT AMERICA FINANC	21596970		291970	2018 2 INV A	1,129.00	C-112117	SECURITY SYSTEM/SPD
INVOICE: 21596970			FULL DESC:	SECURITY SYSTEM/SPD			
018342 GREAT AMERICA FINANC	21612500		291971	2018 2 INV A	258.00	C-112117	VISION MGMT-SECURIT
INVOICE: 21612500			FULL DESC:	VISION MGMT-SECURITY SYSTEM/SPD			
					1,387.00		
018472 M2MANAGEMENT SOLUTIO	2050		292108	2018 2 INV A	1,646.25	C-112117	FLEET TRACKING SYST
INVOICE: 2050			FULL DESC:	FLEET TRACKING SYSTEM			
018521 SOUTHERN TELECOMMUNI	10272017		291736	2018 2 INV A	334.72	C-112117	ACCT 2480
INVOICE: 10272017			FULL DESC:	ACCT 2480			

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	018538 SIEMENS INDUSTRY INVOICE: 5444774674	5444774674	292134 FULL DESC:	2018 2 INV A ENERGY MNGMENT/ CONTRACT SERVICES	4,202.75	C-112117	ENERGY MNGMENT/ CON
	019694 MID-SOUTH TELECOM INVOICE: 51570	51570	292112 FULL DESC:	2018 2 INV A PHONE SERVICE/ POLICE DEPT.	210.25	C-112117	PHONE SERVICE/ POLI
	019694 MID-SOUTH TELECOM INVOICE: 51574	51574	292113 FULL DESC:	2018 2 INV A PHONE SERVICE/ COURT HOUSE	130.00	C-112117	PHONE SERVICE/ COUR
	019694 MID-SOUTH TELECOM INVOICE: 51575	51575	292114 FULL DESC:	2018 2 INV A PHONE SERVICE/ COURTS	65.00	C-112117	PHONE SERVICE/ COUR
	019694 MID-SOUTH TELECOM INVOICE: 51576	51576	292116 FULL DESC:	2018 2 INV A PHONE SERVICE/ CITY HALL	130.00	C-112117	PHONE SERVICE/ CITY
	019694 MID-SOUTH TELECOM INVOICE: 51635	51635	292117 FULL DESC:	2018 2 INV A PHONE SERVICE/ IT DEPT.	390.00	C-112117	PHONE SERVICE/ IT D
					925.25		
	022372 OVERALL CHEMICAL COM 4088 INVOICE: 4088		292130 FULL DESC:	2018 2 INV A CLEANING WEEK OF 10/30/17	1,535.00	C-112117	CLEANING WEEK OF 10
	022372 OVERALL CHEMICAL COM 4090 INVOICE: 4090		292131 FULL DESC:	2018 2 INV A CLEANING AT CITY HALL & COURT HOUSE	1,535.00	C-112117	CLEANING AT CITY HA
					3,070.00		
	026764 SERVPRO OF DESOTO, T DTT0392 INVOICE:		291899 FULL DESC:	2018 2 INV A IT DEPT. - MOLD REMEDIATION	4,503.45	C-112117	IT DEPT. - MOLD REM
				ACCOUNT TOTAL	63,091.52		
	0010-900-902-00-625100- 006819 RIVERSIDE TRAFFIC SY 7132613 INVOICE: 7132613		292182 FULL DESC:	2018 2 INV A STREET IMPROVEMENT #110921-160 AIRWAYS BLVD STRIPING	82,762.10	C-112117	#110921-160 AIRWAYS
	006819 RIVERSIDE TRAFFIC SY 7132627 INVOICE: 7132627		292019 FULL DESC:	2018 2 INV A #110921-050 RASCO RD EXTENDED STRIPING	7,054.05	C-112117	#110921-050 RASCO R
					89,816.15		
	018221 CIVIL-LINK, LLC INVOICE: 72872	72872	292172 FULL DESC:	2018 2 INV A CITY PAVEMENT PRESERVATION PROG.	10,179.06	C-112117	CITY PAVEMENT PRESE
				ACCOUNT TOTAL	99,995.21		
	0010-900-902-00-625103- 009591 TRI FIRMA INVOICE:	5040QB	292149 FULL DESC:	2018 2 INV A DRAINAGE MAINTENACE DRAINAGE MAINT @ 6835 FOXCHASE	3,508.53	C-112117	DRAINAGE MAINT @ 68
	009591 TRI FIRMA INVOICE:	5041QB	292151 FULL DESC:	2018 2 INV A DRAINAGE MAINT/ 3299 WOODLAND TRACE	941.12	C-112117	DRAINAGE MAINT/ 329
	009591 TRI FIRMA INVOICE:	5042QB	292150 FULL DESC:	2018 2 INV A DRAINAGE MAINT/ 2108 OWLING PL	1,257.24	C-112117	DRAINAGE MAINT/ 210
					5,706.89		
				ACCOUNT TOTAL	5,706.89		

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0010-900-902-00-625150-				DRAINAGE IMPROVEMENT			
000354 METER SERVICE AND SU 10244		292021	2018 2 INV A	17,520.00	C-112117		STONE HEDGE PIPES
INVOICE: 10244		FULL DESC:	STONE HEDGE PIPES				
009591 TRI FIRMA	5039QB	292022	2018 2 INV A	9,771.55	C-112117		MOSS POINT WEST INL
INVOICE:		FULL DESC:	MOSS POINT WEST INLET				
009591 TRI FIRMA	5043QB	292023	2018 2 INV A	55,113.61	C-112117		STONEHEDGE PIPE
INVOICE:		FULL DESC:	STONEHEDGE PIPE				
				64,885.16			
018221 CIVIL-LINK, LLC	72873	291889	2018 2 INV A	10,326.30	C-112117		OCT-DRAINAGE IMPROV
INVOICE: 72873		FULL DESC:	OCT-DRAINAGE IMPROVEMENT				
018221 CIVIL-LINK, LLC	72874	291887	2018 2 INV A	3,988.80	C-112117		STONEHEDGE/HUNTERS
INVOICE: 72874		FULL DESC:	STONEHEDGE/HUNTERS GLEN DRAINAGE IMP				
				14,315.10			
			ACCOUNT TOTAL	96,720.26			
			ORG 902 TOTAL	287,889.58			
903				ADMINISTRATIVE EXPENSES			
0010-900-903-00-624102-				BANK FEES			
013790 HANCOCK BANK	27830	291582	2018 2 INV A	820.00	C-112117		SOUTHCT1110
INVOICE: 27830		FULL DESC:	SOUTHCT1110				
			ACCOUNT TOTAL	820.00			
			ORG 903 TOTAL	820.00			
904				LITIGATION			
0010-900-904-00-622100-				PROFESSIONAL SERVICES			
017086 BUTLER SNOW	10171856	291562	2018 2 INV A	21,580.25	C-112117		SERVICES RENDERED T
INVOICE: 10171856		FULL DESC:	SERVICES RENDERED THROUGH OCT. 31, 2017				
017086 BUTLER SNOW	10171857	291563	2018 2 INV A	1,350.00	C-112117		MARCHE & BOWDEN THR
INVOICE: 10171857		FULL DESC:	MARCHE & BOWDEN THROUGH OCT. 31, 2017				
				22,930.25			
			ACCOUNT TOTAL	22,930.25			
			ORG 904 TOTAL	22,930.25			
906				PROFESSIONAL DUES			
0010-900-906-00-622100-				PROFESSIONAL SERVICES			
001161 SOUTHAVEN CHAMBER OF 90654889		291521	2018 2 INV A	6,750.00	C-112117		DEC 2017 CONTRIBUTI
INVOICE: 90654889		FULL DESC:	DEC 2017 CONTRIBUTION				
			ACCOUNT TOTAL	6,750.00			

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ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
		ORG 906	TOTAL		6,750.00				
=====									
FUND 0010 GENERAL FUND		TOTAL:		508,270.48					
=====									

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
711							
							BOND PROJECT EXPENSES
0100-710-711-00-614510-							CARRIAGE HILLS SIDEWALK
018221 CIVIL-LINK, LLC	72865	292100	2018 2 INV A	393.85	C-112117		WA02-CARRIAGE HILLS
INVOICE: 72865		FULL DESC:	WA02-CARRIAGE HILLS BIKE/PED IMP				
			ACCOUNT TOTAL	393.85			
0100-710-711-00-614515-							CENTRAL PARK SNOWDEN TRAILS
018221 CIVIL-LINK, LLC	72864	292104	2018 2 INV A	915.11	C-112117		MDOT-TEP BIKE TRL-C
INVOICE: 72864		FULL DESC:	MDOT-TEP BIKE TRL-CTRL PRK-SNOWDEN				
			ACCOUNT TOTAL	915.11			
0100-710-711-00-614800-							INTERSECTION MODERNIZATION
018221 CIVIL-LINK, LLC	72871	292102	2018 2 INV A	8,195.45	C-112117		MS VAL/HWY 51 SIGNA
INVOICE: 72871		FULL DESC:	MS VAL/HWY 51 SIGNAL IMP CE&I				
018221 CIVIL-LINK, LLC	72875	291883	2018 2 INV A	9,523.81	C-112117		HWY 51 TRAFFIC SIGN
INVOICE: 72875		FULL DESC:	HWY 51 TRAFFIC SIGNAL IMPROVEMENT				
				17,719.26			
			ACCOUNT TOTAL	17,719.26			
0100-710-711-00-640550-							SNOWDEN PEDESTRIAN TRAIL
018221 CIVIL-LINK, LLC	72867	291936	2018 2 INV A	10,616.76	C-112117		SNOWDEN GROVE PEDES
INVOICE: 72867		FULL DESC:	SNOWDEN GROVE PEDESTIAN				
			ACCOUNT TOTAL	10,616.76			
0100-710-711-00-640960-							CHURCH ROAD RESURFACING 18
000149 APAC TENNESSEE INC	PAYAPP1	292096	2018 2 INV A	57,763.86	C-112117		MDOT-CHURCH RD RESU
INVOICE:		FULL DESC:	MDOT-CHURCH RD RESURFACING				
018221 CIVIL-LINK, LLC	72869	291893	2018 2 INV A	7,340.62	C-112117		OCT-CHURCH RD RESUR
INVOICE: 72869		FULL DESC:	OCT-CHURCH RD RESURFACING-PROF SVCS				
018221 CIVIL-LINK, LLC	72870	291891	2018 2 INV A	10,217.30	C-112117		OCT-CHURCH RD RESUR
INVOICE: 72870		FULL DESC:	OCT-CHURCH RD RESURFACING-CE&I				
				17,557.92			
			ACCOUNT TOTAL	75,321.78			
0100-710-711-00-640965-							GETWELL ROAD SOUTH 18
018221 CIVIL-LINK, LLC	72868	291934	2018 2 INV A	20,515.50	C-112117		GETWELL RD CHURCH T
INVOICE: 72868		FULL DESC:	GETWELL RD CHURCH TO STARLANDING				
			ACCOUNT TOTAL	20,515.50			
		ORG 711	TOTAL	125,482.26			

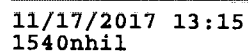
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FUND 0100 BOND FUNDED CAP PROJ				TOTAL:	125,482.26		
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YEAR/PERIOD: 2017/1 TO 2018/2

ACCOUNT/VENDOR

DOCUMENT

VOUCHER PO

YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

611

SPECIAL ASSESSMENTS EXPEND

0240-600-611-00-626105-

SPRINGFEST EXPENSE

003011 M & M PROMOTIONS

85720

291670

EXPENSE
2018 2 INV A

1,563.75 C-112117

FULL LENGTH APRONS/

INVOICE: 85720

FULL DESC: FULL LENGTH APRONS/ SPRINGFEST 2017

ACCOUNT TOTAL

1,563.75

ORG 611

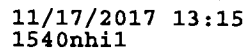
TOTAL

1,563.75

FUND 0240 TOURIST & CONVENTION

TOTAL:

1,563.75



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ACCOUNT/VENDOR

DOCUMENT

VOUCHER 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 11172017

292188

2018 2 INV A

6,598.70 C-112117

GMS#50618/LOAN PYMT

INVOICE: 11172017

FULL DESC: GMS#50618/LOAN PYMT FY2018/DEC 2017

ACCOUNT TOTAL

6,598.70

ORG 701

TOTAL

6,598.70

FUND 0300 DEBT SERVICE

TOTAL:

6,598.70

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0400			UTILITY FUND				
0400-000-000-00-130700-				ACCOUNTS RECEIVABLE			
007109 JOHNNY COLEMAN BLDRS	33644	291434	2018 2 INV A	110.36	C-112117		
INVOICE: 33644		FULL DESC:					
007109 JOHNNY COLEMAN BLDRS	33649	291439	2018 2 INV A	105.48	C-112117		
INVOICE: 33649		FULL DESC:					
				215.84			
008636 M A HOMES	33628	291418	2018 2 INV A	110.36	C-112117		
INVOICE: 33628		FULL DESC:					
017859 ADAMS HOMES LLC	33640	291430	2018 2 INV A	110.36	C-112117		
INVOICE: 33640		FULL DESC:					
017859 ADAMS HOMES LLC	33641	291431	2018 2 INV A	95.72	C-112117		
INVOICE: 33641		FULL DESC:					
017859 ADAMS HOMES LLC	33642	291432	2018 2 INV A	110.36	C-112117		
INVOICE: 33642		FULL DESC:					
				316.44			
018896 BRAMBLES RETIREMENT	33634	291424	2018 2 INV A	100.60	C-112117		
INVOICE: 33634		FULL DESC:					
018896 BRAMBLES RETIREMENT	33635	291425	2018 2 INV A	110.36	C-112117		
INVOICE: 33635		FULL DESC:					
018896 BRAMBLES RETIREMENT	33636	291426	2018 2 INV A	110.36	C-112117		
INVOICE: 33636		FULL DESC:					
018896 BRAMBLES RETIREMENT	33637	291427	2018 2 INV A	110.36	C-112117		
INVOICE: 33637		FULL DESC:					
018896 BRAMBLES RETIREMENT	33639	291429	2018 2 INV A	110.36	C-112117		
INVOICE: 33639		FULL DESC:					
				542.04			
019711 LIFESTYLE HOMES LLC	33650	291440	2018 2 INV A	51.80	C-112117		
INVOICE: 33650		FULL DESC:					
019711 LIFESTYLE HOMES LLC	33656	291446	2018 2 INV A	105.48	C-112117		
INVOICE: 33656		FULL DESC:					
				157.28			
020801 KREUNEN CONST	33652	291442	2018 2 INV A	17.64	C-112117		
INVOICE: 33652		FULL DESC:					
020801 KREUNEN CONST	33653	291443	2018 2 INV A	90.84	C-112117		
INVOICE: 33653		FULL DESC:					
020801 KREUNEN CONST	33654	291444	2018 2 INV A	110.36	C-112117		
INVOICE: 33654		FULL DESC:					
				218.84			
020892 DEAN LONG CONST	33627	291417	2018 2 INV A	110.36	C-112117		

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INVOICE: 33627			FULL DESC:				
024931 LENOX HOMES	33630	291420	2018 2 INV A	111.78	C-112117		
INVOICE: 33630		FULL DESC:					
024931 LENOX HOMES	33648	291438	2018 2 INV A	111.35	C-112117		
INVOICE: 33648		FULL DESC:					
				223.13			
025482 GLOBAL LEADER HOMES	33645	291435	2018 2 INV A	110.36	C-112117		
INVOICE: 33645		FULL DESC:					
026041 DHC OF MS, LLC	33643	291433	2018 2 INV A	110.36	C-112117		
INVOICE: 33643		FULL DESC:					
026680 SKY LAKE CONSTRUCTIO	33631	291421	2018 2 INV A	110.36	C-112117		
INVOICE: 33631		FULL DESC:					
026680 SKY LAKE CONSTRUCTIO	33638	291428	2018 2 INV A	110.36	C-112117		
INVOICE: 33638		FULL DESC:					
026680 SKY LAKE CONSTRUCTIO	33651	291441	2018 2 INV A	32.28	C-112117		
INVOICE: 33651		FULL DESC:					
				253.00			
026683 PINNACLE DEVELOPMENT	33632	291422	2018 2 INV A	122.42	C-112117		
INVOICE: 33632		FULL DESC:					
026683 PINNACLE DEVELOPMENT	33655	291445	2018 2 INV A	105.48	C-112117		
INVOICE: 33655		FULL DESC:					
				227.90			
027065 LBJ PROPERTIES	33633	291423	2018 2 INV A	102.06	C-112117		
INVOICE: 33633		FULL DESC:					
027065 LBJ PROPERTIES	33646	291436	2018 2 INV A	111.82	C-112117		
INVOICE: 33646		FULL DESC:					
				213.88			
027097 MOHAMEDEN HAMENIH	33253	291761	2018 2 INV A	64.98	C-112117		REISSUE/ UTILITY RE
INVOICE: 33253		FULL DESC: REISSUE/ UTILITY REFUND					
027456 LANKFORD LUCINDA	33598	291388	2018 2 INV A	71.72	C-112117		
INVOICE: 33598		FULL DESC:					
027457 HARGRAVES WESLEY	33599	291389	2018 2 INV A	64.20	C-112117		
INVOICE: 33599		FULL DESC:					
027458 EASTER BRENDA	33600	291390	2018 2 INV A	98.36	C-112117		
INVOICE: 33600		FULL DESC:					
027459 BANKER CALDWELL	33601	291391	2018 2 INV A	98.36	C-112117		
INVOICE: 33601		FULL DESC:					

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027460 RAMSEY DESIREE INVOICE: 33602	33602	291392 FULL DESC:	2018 2 INV A	50.00	C-112117	
027461 WHITE SARAH INVOICE: 33603	33603	291393 FULL DESC:	2018 2 INV A	21.80	C-112117	
027462 GLAZER STEPHANIE P. INVOICE: 33604	33604	291394 FULL DESC:	2018 2 INV A	50.00	C-112117	
027463 CHALK KEITH INVOICE: 33605	33605	291395 FULL DESC:	2018 2 INV A	71.72	C-112117	
027464 GOUDY SHELLEY INVOICE: 33606	33606	291396 FULL DESC:	2018 2 INV A	18.72	C-112117	
027465 ARMITAGE DEBORAH & E INVOICE: 33607	33607	291397 FULL DESC:	2018 2 INV A	23.36	C-112117	
027466 WILEMON REX INVOICE: 33608	33608	291398 FULL DESC:	2018 2 INV A	21.14	C-112117	
027467 TOLIVER COLT INVOICE: 33609	33609	291399 FULL DESC:	2018 2 INV A	30.77	C-112117	
027468 MARASCALCO LOUIS INVOICE: 33610	33610	291400 FULL DESC:	2018 2 INV A	98.36	C-112117	
027469 PUNT BRIAN INVOICE: 33611	33611	291401 FULL DESC:	2018 2 INV A	54.44	C-112117	
027470 GRIMES NICOLE INVOICE: 33612	33612	291402 FULL DESC:	2018 2 INV A	93.48	C-112117	
027471 CHAMBERLAND NADIA INVOICE: 33613	33613	291403 FULL DESC:	2018 2 INV A	98.36	C-112117	
027472 CALHOUN CAROLINE INVOICE: 33614	33614	291404 FULL DESC:	2018 2 INV A	40.42	C-112117	
027473 PINNOW EMILY INVOICE: 33615	33615	291405 FULL DESC:	2018 2 INV A	80.60	C-112117	
027474 WOODS JACKIE INVOICE: 33616	33616	291406 FULL DESC:	2018 2 INV A	6.02	C-112117	
027475 HEAD VIRGINIA W. & D INVOICE: 33617	33617	291407 FULL DESC:	2018 2 INV A	8.72	C-112117	
027476 DASTO BRIAN T INVOICE: 33618	33618	291408 FULL DESC:	2018 2 INV A	3.84	C-112117	

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ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION		
027477 WALLER STEVEN C. INVOICE: 33619	33619	291409 FULL DESC:	2018 2 INV A	23.36	C-112117			
027478 RAULSTON HUBURT & KA INVOICE: 33620	33620	291410 FULL DESC:	2018 2 INV A	25.68	C-112117			
027479 CHANG XING SUN INVOICE: 33621	33621	291411 FULL DESC:	2018 2 INV A	50.00	C-112117			
027480 JOHNSON DERRICK INVOICE: 33622	33622	291412 FULL DESC:	2018 2 INV A	73.96	C-112117			
027481 POSEY SIDNEY & OLLIE INVOICE: 33623	33623	291413 FULL DESC:	2018 2 INV A	23.36	C-112117			
027482 SEWELL AMANDA & KYLE INVOICE: 33624	33624	291414 FULL DESC:	2018 2 INV A	59.32	C-112117			
027483 ARCENEUX JOHN & EIL INVOICE: 33625	33625	291415 FULL DESC:	2018 2 INV A	88.60	C-112117			
027484 ROLLINS TYE INVOICE: 33626	33626	291416 FULL DESC:	2018 2 INV A	98.36	C-112117			
027485 P&P CONTRUCTION INVOICE: 33629	33629	291419 FULL DESC:	2018 2 INV A	102.36	C-112117			
027486 CHAMBLISS BUILDERS INVOICE: 33647	33647	291437 FULL DESC:	2018 2 INV A	110.36	C-112117			
027487 DEMPSEY CONSTRUCTION INVOICE: 33657	33657	291447 FULL DESC:	2018 2 INV A	664.01	C-112117			
027488 SCHUBERT BILLY INVOICE: 33658	33658	291448 FULL DESC:	2018 2 INV A	23.36	C-112117			
027489 WILLINGHAM RICHARD C INVOICE: 33659	33659	291449 FULL DESC:	2018 2 INV A	18.44	C-112117			
027490 CAMPBELL ANGELA INVOICE: 33660	33660	291450 FULL DESC:	2018 2 INV A	98.36	C-112117			
027491 INC KIMBERLIN INVOICE: 33661	33661	291451 FULL DESC:	2018 2 INV A	125.00	C-112117			
027492 CRUMBY MICHAEL INVOICE: 33662	33662	291452 FULL DESC:	2018 2 INV A	27.80	C-112117			
027493 GLASER JULIE INVOICE: 33663	33663	291453 FULL DESC:	2018 2 INV A	88.68	C-112117			
027494 CALDWELL STEPHEN & K	33664	291454	2018 2 INV A	13.60	C-112117			

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YEAR/PERIOD: 2017/1 TO 2018/2								
ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION		
INVOICE: 33664		FULL DESC:						
027495 FREE BAYLEIGH	33665	291455	2018 2 INV A	27.80	C-112117			
INVOICE: 33665		FULL DESC:						
027496 LANE MEGAN	33666	291456	2018 2 INV A	52.43	C-112117			
INVOICE: 33666		FULL DESC:						
027497 RYDER JEFFREY L.	33667	291457	2018 2 INV A	13.56	C-112117			
INVOICE: 33667		FULL DESC:						
027498 FODOR JOSEPH	33668	291458	2018 2 INV A	78.84	C-112117			
INVOICE: 33668		FULL DESC:						
027499 ROBINSON RUBY	33669	291459	2018 2 INV A	1.71	C-112117			
INVOICE: 33669		FULL DESC:						
027500 MID-SOUTH OTOLARYNGO	33670	291460	2018 2 INV A	54.77	C-112117			
INVOICE: 33670		FULL DESC:						
027501 SHAW DOUG	33671	291461	2018 2 INV A	52.75	C-112117			
INVOICE: 33671		FULL DESC:						
027503 SANFORD JOHN K II	33673	291463	2018 2 INV A	101.02	C-112117			
INVOICE: 33673		FULL DESC:						
027504 WALTON STEVE	33674	291464	2018 2 INV A	33.12	C-112117			
INVOICE: 33674		FULL DESC:						
027505 JONES AMY	33675	291465	2018 2 INV A	22.92	C-112117			
INVOICE: 33675		FULL DESC:						
027506 S & M INVESTMENTS LL	33676	291466	2018 2 INV A	98.36	C-112117			
INVOICE: 33676		FULL DESC:						
027507 VANVLEET JUDITH - RE	33677	291467	2018 2 INV A	50.00	C-112117			
INVOICE: 33677		FULL DESC:						
027508 HALL LYNETTE	33678	291468	2018 2 INV A	18.98	C-112117			
INVOICE: 33678		FULL DESC:						
027509 PARKER JAI & JENNIFE	33679	291469	2018 2 INV A	71.72	C-112117			
INVOICE: 33679		FULL DESC:						
027510 OAKLEY KAYLA	33680	291470	2018 2 INV A	71.72	C-112117			
INVOICE: 33680		FULL DESC:						
027511 RIGSBY TERESA	33681	291471	2018 2 INV A	47.32	C-112117			
INVOICE: 33681		FULL DESC:						
027512 ANDREWS BELINDA	33682	291472	2018 2 INV A	1.51	C-112117			
INVOICE: 33682		FULL DESC:						

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YEAR/PERIOD: 2017/1 ACCOUNT/VENDOR	TO 2018/2 DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
027513 MYLES SHERYL INVOICE: 33683	33683	291473 FULL DESC:	2018 2 INV A	61.96 C-112117		
027514 PARTEE TERRY M. INVOICE: 33684	33684	291474 FULL DESC:	2018 2 INV A	50.34 C-112117		
027515 GUERRERO JORGE INVOICE: 33685	33685	291475 FULL DESC:	2018 2 INV A	110.36 C-112117		
027516 WALKER RICHARD INVOICE: 33686	33686	291476 FULL DESC:	2018 2 INV A	81.08 C-112117		
027517 CLARK ERICA INVOICE: 33687	33687	291477 FULL DESC:	2018 2 INV A	37.56 C-112117		
027518 NISPEL DOROTHY C. INVOICE: 33688	33688	291478 FULL DESC:	2018 2 INV A	6.72 C-112117		
027519 CARL CONNIE INVOICE: 33689	33689	291479 FULL DESC:	2018 2 INV A	98.54 C-112117		
027520 WESTMORELAND SHANNO INVOICE: 33690	33690	291480 FULL DESC:	2018 2 INV A	64.20 C-112117		
027521 WILLIAMS DALECIA INVOICE: 33691	33691	291481 FULL DESC:	2018 2 INV A	41.90 C-112117		
027522 PIPPEN HOLLE JO INVOICE: 33692	33692	291482 FULL DESC:	2018 2 INV A	3.36 C-112117		
027523 PRYOR BRENDA F. INVOICE: 33693	33693	291483 FULL DESC:	2018 2 INV A	42.66 C-112117		
027524 BLANN BRIAN INVOICE: 33694	33694	291484 FULL DESC:	2018 2 INV A	32.68 C-112117		
027525 SCHAEFER ADAM & JACK INVOICE: 33695	33695	291485 FULL DESC:	2018 2 INV A	50.00 C-112117		
027526 CARROLL RAYMOND INVOICE: 33696	33696	291486 FULL DESC:	2018 2 INV A	66.84 C-112117		
027527 CUMMINGS SAMANTHA INVOICE: 33697	33697	291487 FULL DESC:	2018 2 INV A	42.44 C-112117		
027528 BENEDICT WESLEY INVOICE: 33698	33698	291488 FULL DESC:	2018 2 INV A	32.94 C-112117		
027529 HURTADO SUSAN INVOICE: 33699	33699	291489 FULL DESC:	2018 2 INV A	3.36 C-112117		

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YEAR/PERIOD: 2017/1 ACCOUNT/VENDOR	TO 2018/2 DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
027530 PERLIIN JEFF INVOICE: 33700	33700	291490 FULL DESC:	2018 2 INV A	10.48 C-112117		
027531 NEAL R D INVOICE: 33701	33701	291491 FULL DESC:	2018 2 INV A	3.48 C-112117		
027532 HADAWAY HEATHER N. INVOICE: 33702	33702	291492 FULL DESC:	2018 2 INV A	71.72 C-112117		
027533 GOODWIN CAITLIN RICE INVOICE: 33703	33703	291493 FULL DESC:	2018 2 INV A	88.60 C-112117		
027534 BIGELOW DAVID MICHAEL INVOICE: 33704	33704	291494 FULL DESC:	2018 2 INV A	23.36 C-112117		
027535 MCDONALD HUNTER INVOICE: 33705	33705	291495 FULL DESC:	2018 2 INV A	37.56 C-112117		
027536 BAGWELL CHELSEA INVOICE: 33706	33706	291496 FULL DESC:	2018 2 INV A	88.60 C-112117		
027537 MALONE RUTH ANN INVOICE: 33707	33707	291497 FULL DESC:	2018 2 INV A	98.36 C-112117		
027538 HALL SARAH & BOBO RA INVOICE: 33708	33708	291498 FULL DESC:	2018 2 INV A	18.04 C-112117		
027539 KERSHAW TIVEN INVOICE: 33709	33709	291499 FULL DESC:	2018 2 INV A	69.08 C-112117		
027540 JONES DAVID L INVOICE: 33710	33710	291500 FULL DESC:	2018 2 INV A	13.60 C-112117		
027541 BROWN JOHN E INVOICE: 33711	33711	291501 FULL DESC:	2018 2 INV A	23.36 C-112117		
027542 MORRIS EKENNA INVOICE: 33712	33712	291502 FULL DESC:	2018 2 INV A	45.08 C-112117		
027543 NEWSON SHERRY INVOICE: 33713	33713	291503 FULL DESC:	2018 2 INV A	98.36 C-112117		
ACCOUNT TOTAL				8,008.92		
0400-000-000-00-211400- 010365 NESBIT WATER INVOICE: 11142017	11142017	292190 FULL DESC:	FEEES OWED TO NESBIT WATER ASSC 2018 2 INV A	3,096.00 C-112117		10-1-17 THRU 10-31-
ACCOUNT TOTAL				3,096.00		
ORG 0400 TOTAL				11,104.92		

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
811	UTILITY EXPENSE ACCOUNTS						
0400-800-811-00-651400-	DCRUA UPGRADE TAP FEES						
004646 DESOTO COUNTY REGION 11162017	292189	2018 2 INV A	11,400.00	C-112117			COLLECTED SEWER FEE
INVOICE: 11162017	FULL DESC: COLLECTED SEWER FEES						
	ACCOUNT TOTAL		11,400.00				
0400-800-811-00-651500-	DCRUA TAP FEES						
004646 DESOTO COUNTY REGION 11162017	292189	2018 2 INV A	24,400.00	C-112117			COLLECTED SEWER FEE
INVOICE: 11162017	FULL DESC: COLLECTED SEWER FEES						
	ACCOUNT TOTAL		24,400.00				
	ORG 811	TOTAL	35,800.00				
815	UTILITY CAPITAL IMPROVEMENTS						
0400-800-815-00-625300-	EXTENSION & OTHER IMPROVEMENTS						
010758 NORTH MISSISSIPPI UT 11142017	292191	2018 2 INV A	257.87	C-112117			REFUND/WATER BILLED
INVOICE: 11142017	FULL DESC: REFUND/WATER BILLED FOR READ DATES: 8/23/17-9/19/17						
	ACCOUNT TOTAL		257.87				
	ORG 815	TOTAL	257.87				
820	UTILITY ADMINISTRATIVE EXPENSE						
0400-800-820-00-610400-	OFFICE SUPPLIES						
007600 OFFICE DEPOT	2123292444	291751	309.98	C-112117			CHAIR/PHONE CHARGER
INVOICE: 2123292444	FULL DESC: CHAIR/PHONE CHARGER						
007600 OFFICE DEPOT	975053079001	292187	-449.98	C-112117			CREDIT/ RETURN CHAI
INVOICE: 975053079001	FULL DESC: CREDIT/ RETURN CHAIRS -INV 971438999001						
			-140.00				
	ACCOUNT TOTAL		-140.00				
0400-800-820-00-626500-	PRINTING						
006685 DEX IMAGING	AR3040178	291865	12.54	C-112117			MP6552 COPIER/ CITY
INVOICE:	FULL DESC: MP6552 COPIER/ CITY HALL WATER						
	ACCOUNT TOTAL		12.54				
	ORG 820	TOTAL	-127.46				
825	UTILITY MAINTENANCE EXPENSES						
0400-800-825-00-610400-	OFFICE SUPPLIES						
004975 BAREFIELD WORKPLACE	1047335	291835	21.15	C-112117			OFFICE SUPPLIES
INVOICE: 1047335	FULL DESC: OFFICE SUPPLIES						
007600 OFFICE DEPOT	2126477300	291750	322.94	C-112117			PHONE CORDS/CHAIR
INVOICE: 2126477300	FULL DESC: PHONE CORDS/CHAIR						
007600 OFFICE DEPOT	973890065001	291827	2.29	C-112117			INVENTORY

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	INVOICE: 973890065001		FULL DESC: INVENTORY				
	007600 OFFICE DEPOT	974373062	2001 291752	2018 2 INV A	919.96	C-112117	CHAIRS/ CITY HALL
	INVOICE: 974373062001		FULL DESC: CHAIRS/ CITY HALL				
					1,245.19		
			ACCOUNT TOTAL		1,266.34		
0400-800-825-00-611000-			MATERIALS				
	000354 METER SERVICE AND SU 10249		291875	2018 2 INV A	1,237.15	C-112117	GATE VALVE/AQUA FLU
	INVOICE: 10249		FULL DESC: GATE VALVE/AQUA FLUSH HYDRANT/VALVE BOX, ETC.				
	000354 METER SERVICE AND SU 10280		291740	2018 2 INV A	1,308.00	C-112117	MEGA-LUG FOR PVC &
	INVOICE: 10280		FULL DESC: MEGA-LUG FOR PVC & BOLT / GASKET PACK				
	000354 METER SERVICE AND SU 10291		291863	2018 2 INV A	1,446.27	C-112117	COUPLINGS & TEES
	INVOICE: 10291		FULL DESC: COUPLINGS & TEES				
					3,991.42		
	000687 SOUTHERN PIPE & SUPP 1283380		291869	2018 2 INV A	36.41	C-112117	PVC BENDS & COUPLIN
	INVOICE: 1283380		FULL DESC: PVC BENDS & COUPLINGS				
	000687 SOUTHERN PIPE & SUPP 1315836		291756	2018 2 INV A	2.10	C-112117	PVC ADAPTERS
	INVOICE: 1315836		FULL DESC: PVC ADAPTERS				
					38.51		
	000941 HACH COMPANY	10697175	291870	2018 2 INV A	12.84	C-112117	REFILL CAP
	INVOICE: 10697175		FULL DESC: REFILL CAP				
	001102 SOUTHAVEN SUPPLY	303219	291851	2018 2 INV A	1,091.87	C-112117	MATERIALS FOR FIELD
	INVOICE: 303219		FULL DESC: MATERIALS FOR FIELD WORK				
	001320 MARTIN MACHINE WORKS 1117		291866	2018 2 INV A	149.75	C-112117	3"METER HEAD
	INVOICE: 1117		FULL DESC: 3"METER HEAD				
	005329 TENCARVA MACHINERY C 670322		291738	2018 2 INV A	50.95	C-112117	BACK COVER PLATE NU
	INVOICE: 670322		FULL DESC: BACK COVER PLATE NUT				
	007304 O'REILLYS AUTO PARTS 125-335449		291545	2018 2 INV A	29.99	C-112117	CHARGING CABLE
	INVOICE:		FULL DESC: CHARGING CABLE				
	007304 O'REILLYS AUTO PARTS 1257-334385		291754	2018 2 INV A	19.99	C-112117	GREASE GUN
	INVOICE:		FULL DESC: GREASE GUN				
					49.98		
	007600 OFFICE DEPOT	1257-335665	291745	2018 2 INV A	52.58	C-112117	RESPIRATOR & LIGHT
	INVOICE:		FULL DESC: RESPIRATOR & LIGHT				
	007819 TOPMOST CHEMICAL	659407	292085	2018 2 INV A	616.99	C-112117	GLOVES, TOWELS, HAN
	INVOICE: 659407		FULL DESC: GLOVES, TOWELS, HAND SANITIZER				
	010235 SPORTSMAN'S WAREHOUS 211-04150		291864	2018 2 INV A	18.99	C-112117	BAG FOR TEST METERS
	INVOICE:		FULL DESC: BAG FOR TEST METERS				

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YEAR/PERIOD: 2017/1 ACCOUNT/VENDOR	TO 2018/2 DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
013650 BATTERIES PLUS INVOICE:	374-301106	291753 FULL DESC:	BATTERY	2018 2 INV A	34.95 C-112117	BATTERY
ACCOUNT TOTAL				6,108.83		
0400-800-825-00-611100- 001146 IDEAL CHEMICAL INVOICE: 207694	207694	291747 FULL DESC:	CHEMICALS FLUORIDE/ CHLORINE/GETWELL WP	2018 2 INV A	1,170.50 C-112117	FLUORIDE/ CHLORINE/
001146 IDEAL CHEMICAL INVOICE: 207695	207695	291748 FULL DESC:	2018 2 INV A CHLORINE/ COLLEGE RD WP	560.00 C-112117		CHLORINE/ COLLEGE R
001146 IDEAL CHEMICAL INVOICE: 208066	208066	292081 FULL DESC:	2018 2 INV A FLUORIDE, LIME, CHLORINE/WHITWORTH WP	1,558.00 C-112117		FLUORIDE, LIME, CHL
001146 IDEAL CHEMICAL INVOICE: 208067	208067	292080 FULL DESC:	2018 2 INV A LIME/GREENBROOK WP	387.50 C-112117		LIME/GREENBROOK WP
				3,676.00		
005073 MOMAR INVOICE:	PSI205007	291742 FULL DESC:	LIFT STATION DEGREASER	2018 2 INV A	523.86 C-112117	LIFT STATION DEGREASER
021249 ENVIROMENTAL TECHNIC INVOICE: 12699	12699	291873 FULL DESC:	VIBRATORS FOR LIME FEEDERS/COLLEGE RD	2018 2 INV A	2,503.10 C-112117	VIBRATORS FOR LIME
ACCOUNT TOTAL				6,702.96		
0400-800-825-00-611300- 000836 COUNTRY FORD INC INVOICE: 6043849	6043849	291743 FULL DESC:	MAINTENANCE VEHICLES ROUTINE MAINTENANCE TRUCK #818	2018 2 INV A	54.05 C-112117	ROUTINE MAINTENANCE
000887 JIMMY GRAY CHEVROLET INVOICE: 336273	336273	291862 FULL DESC:	ROUTINE MAINTENANCE TRUCK#805	2018 2 INV A	93.08 C-112117	ROUTINE MAINTENANCE
007304 O'REILLYS AUTO PARTS INVOICE:	1257-331239	291755 FULL DESC:	FUEL CLEANER	2018 2 INV A	92.92 C-112117	FUEL CLEANER
007304 O'REILLYS AUTO PARTS INVOICE:	1257-334375	291758 FULL DESC:	CLEANERS	2018 2 INV A	22.97 C-112117	CLEANERS
				115.89		
019924 LANDERS NISSAN INVOICE:	286367C	291876 FULL DESC:	REPAIRS TO TRUCK #841	2018 2 INV A	940.12 C-112117	REPAIRS TO TRUCK #8
024154 DISCOUNT TIRE INVOICE: 1067376	1067376	291850 FULL DESC:	TIRE REPAIR TRUCK #826	2018 2 INV A	21.75 C-112117	TIRE REPAIR TRUCK #
ACCOUNT TOTAL				1,224.89		
0400-800-825-00-612200- 000989 ICM OF MEMPHIS INVOICE:	ME602557MR	291861 FULL DESC:	MAINTENANCE EQUIPMENT & BUILD REPAIRS TO SEWER MACHINE	2018 2 INV A	2,475.00 C-112117	REPAIRS TO SEWER MA

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	007600 OFFICE DEPOT	1257-335921	291744	2018 2 INV A	233.68	C-112117	FUEL TREATMENT & LI
	INVOICE:		FULL DESC:	FUEL TREATMENT & LIGHTS, ETC.			
				ACCOUNT TOTAL	2,708.68		
	0400-800-825-00-612500-			UNIFORMS			
	000665 DESOTO COUNTY COOPER 90771		291739	2018 2 INV A	189.85	C-112117	WADERS & COATS FOR
	INVOICE: 90771		FULL DESC:	WADERS & COATS FOR NEW HIRE			
	000983 PARAMOUNT UNIFORMS R 484018		291741	2018 2 INV A	93.80	C-112117	UNIFORMS
	INVOICE: 484018		FULL DESC:	UNIFORMS			
	000983 PARAMOUNT UNIFORMS R 485459		291746	2018 2 INV A	93.80	C-112117	UNIFORMS
	INVOICE: 485459		FULL DESC:	UNIFORMS			
					187.60		
	010235 SPORTSMAN'S WAREHOUS 211-04175		291749	2018 2 INV A	189.98	C-112117	BOOTS/WINTER GEAR/N
	INVOICE:		FULL DESC:	BOOTS/WINTER GEAR/NEW HIRE			
				ACCOUNT TOTAL	567.43		
	0400-800-825-00-622100-			PROFESSIONAL SERVICES			
	000497 DESOTO COUNTY ELECTR 4200		291867	2018 2 INV A	2,393.83	C-112117	ELECTRICAL CONNECTI
	INVOICE: 4200		FULL DESC:	ELECTRICAL CONNECTIONS @ WHITWORTH			
	000497 DESOTO COUNTY ELECTR 4221		291874	2018 2 INV A	200.00	C-112117	REPAIRS TO GENERATO
	INVOICE: 4221		FULL DESC:	REPAIRS TO GENERATOR/ COLLEGE RD			
	000497 DESOTO COUNTY ELECTR 4231		291868	2018 2 INV A	1,238.96	C-112117	INSTALL RTU PANEL/
	INVOICE: 4231		FULL DESC:	INSTALL RTU PANEL/ SOUTHCREST			
	000497 DESOTO COUNTY ELECTR 4240		291871	2018 2 INV A	320.68	C-112117	CHANGING OUT LAMPS/
	INVOICE: 4240		FULL DESC:	CHANGING OUT LAMPS/ GREENBROOK WTP			
	000497 DESOTO COUNTY ELECTR 4241		291872	2018 2 INV A	730.69	C-112117	INSTALL VIBRATORS O
	INVOICE: 4241		FULL DESC:	INSTALL VIBRATORS ONLINE FEEDERS/ COLLEGE RD			
					4,884.16		
	009195 GAINES, ROBERT	1195	291860	2018 2 INV A	6,035.00	C-112117	SCADA INSTALL ON HO
	INVOICE: 1195		FULL DESC:	SCADA INSTALL ON HORN LAKE INTERCEPTOR LATERAL P			
	018221 CIVIL-LINK, LLC	72877	291859	2018 2 INV A	6,177.86	C-112117	UTILITES RPR SERVIC
	INVOICE: 72877		FULL DESC:	UTILITES RPR SERVICES			
	018221 CIVIL-LINK, LLC	72878	291858	2018 2 INV A	512.60	C-112117	SANITARY SEWER MODI
	INVOICE: 72878		FULL DESC:	SANITARY SEWER MODIFICATIONS			
	018221 CIVIL-LINK, LLC	72879	291857	2018 2 INV A	7,667.79	C-112117	CORPS OF ENGINNERS
	INVOICE: 72879		FULL DESC:	CORPS OF ENGINNERS RAS PROGRA			
	018221 CIVIL-LINK, LLC	72880	291856	2018 2 INV A	1,626.30	C-112117	VALVE OPERATION & E
	INVOICE: 72880		FULL DESC:	VALVE OPERATION & EVALUATION			
	018221 CIVIL-LINK, LLC	72881	291855	2018 2 INV A	13,941.75	C-112117	FIRE EXT PHASE 1
	INVOICE: 72881		FULL DESC:	FIRE EXT PHASE 1			
	018221 CIVIL-LINK, LLC	72882	291854	2018 2 INV A	4,690.57	C-112117	FIRE EXTENSION PHAS
	INVOICE: 72882		FULL DESC:	FIRE EXTENSION PHASE 2			
	018221 CIVIL-LINK, LLC	72883	291853	2018 2 INV A	82,180.75	C-112117	WATER IMPROVEMENTS
	INVOICE: 72883		FULL DESC:	WATER IMPROVEMENTS STARLANDING WELL & INSP.			

INVOICE		INVOICE NO	INVOICE DATE	INVOICE TYPE	INVOICE AMOUNT	INVOICE CURRENCY	INVOICE DESCRIPTION
019589 BAKER SERVICES	62154	291760	2018	2 INV A	17,522.48	C-112117	METER READS 10/17
INVOICE: 62154		FULL DESC:					
020065 BLC OF MS LLC	7292	291759	2018	2 INV A	1,800.00	C-112117	BUSH HOG SEWER EASE
INVOICE: 7292		FULL DESC:					
ACCOUNT TOTAL					147,039.26		
400-800-825-00-624500-							
002645 MWPCOA	2017-SMITH	291757	2018	2 INV A	150.00	C-112117	E.SMITH MEMEBERSHIP
INVOICE:		FULL DESC:					
014142 MISSISSIPPI ONE CALL	180232	292083	2018	2 INV A	16,367.83	C-112117	2018 BILLING PERIOD
INVOICE: 180232		FULL DESC:					
ACCOUNT TOTAL					16,517.83		
400-800-825-00-630600-							
000836 COUNTRY FORD INC	6043894	291849	2018	2 INV A	978.50	C-112117	TRICK 800 SERVICE &
INVOICE: 6043894		FULL DESC:					
ACCOUNT TOTAL					978.50		
ORG 825 TOTAL					183,114.72		
=====							
FUND 0400 UTILITY FUND					TOTAL:	230,150.05	
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YEAR/PERIOD: 2017/1 TO 2018/2							
ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
0450		SANITATION FUND					
0450-000-000-00-130700-		ACCOUNTS RECEIVABLE					
027502 WOODS PAUL D- GARBAG	33672	291462	2018 2 INV A	48.00	C-112117		
INVOICE: 33672		FULL DESC:					
		ACCOUNT TOTAL		48.00			
		ORG 0450 TOTAL		48.00			
850		MAINTENANCE EXPENSES					
0450-810-850-00-612500-		UNIFORMS					
000983 PARAMOUNT UNIFORMS R	484019	292136	2018 2 INV A	26.38	C-112117	UNIFORMS	
INVOICE: 484019		FULL DESC: UNIFORMS					
000983 PARAMOUNT UNIFORMS R	485460	292138	2018 2 INV A	26.38	C-112117	UNIFORMS	
INVOICE: 485460		FULL DESC: UNIFORMS					
				52.76			
		ACCOUNT TOTAL		52.76			
0450-810-850-00-622100-		PROFESSIONAL SERVICES					
007500 SWEEPING CORPORATION	127903-IN	292143	2018 2 INV A	651.00	C-112117	SWEEPING SERV PER C	
INVOICE:		FULL DESC: SWEEPING SERV PER CONTRACT					
007500 SWEEPING CORPORATION	127904-IN	292144	2018 2 INV A	300.00	C-112117	SWEEPING SERV/ PER	
INVOICE:		FULL DESC: SWEEPING SERV/ PER CONTRACT					
				951.00			
010920 DALE K. THOMPSON	10232017	292040	2018 2 INV A	25.00	C-112117	5 LEIN JUDGEMENTS	
INVOICE: 10232017		FULL DESC: 5 LEIN JUDGEMENTS					
019230 WASTE PRO-MEMPHIS	151257	292073	2018 2 INV A	86,599.60	C-112117	RUBBISH COLLECTION	
INVOICE: 151257		FULL DESC: RUBBISH COLLECTION PER CONTRACT					
019230 WASTE PRO-MEMPHIS	151721	292074	2018 2 INV A	413.06	C-112117	RUBBISH COLLECTION	
INVOICE: 151721		FULL DESC: RUBBISH COLLECTION PER CONTRACT					
				87,012.66			
024142 RECOMMUNITY	MEMP7736	292082	2018 2 INV A	33.33	C-112117	RECYCLING SERVICE	
INVOICE:		FULL DESC: RECYCLING SERVICE					
		ACCOUNT TOTAL		88,021.99			
0450-810-850-00-622107-		RECYCLING SERVICES					
008127 WASTE CONNECTIONS OF	5415690	292167	2018 2 INV A	345.18	C-112117	DUMPSTER SERV	
INVOICE: 5415690		FULL DESC: DUMPSTER SERV					
008127 WASTE CONNECTIONS OF	5415783	292165	2018 2 INV A	286.54	C-112117	DUMPSTER SERV.	
INVOICE: 5415783		FULL DESC: DUMPSTER SERV.					
008127 WASTE CONNECTIONS OF	5417669	292166	2018 2 INV A	283.38	C-112117	DUMPSTER SERV.	
INVOICE: 5417669		FULL DESC: DUMPSTER SERV.					

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YEAR/PERIOD: 2017/1 TO 2018/2

ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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915.10

ACCOUNT TOTAL 915.10

ORG 850 TOTAL 88,989.85

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FUND 0450 SANITATION FUND	TOTAL:	89,037.85
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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0600			PAYROLL FUND				
0600-000-000-00-214900-				DEFERRED COMPENSATION			
002311 EMPOWER RETIREMENT	110617	291360		2018 2 DIR P	2,630.80	C-112117	50164 DEF COMP
INVOICE: 110617		FULL DESC: DEF COMP					
		ACCOUNT TOTAL			2,630.80		
		ORG 0600 TOTAL			2,630.80		
=====							
	FUND 0600 PAYROLL FUND		TOTAL:		2,630.80		
=====							

** END OF REPORT - Generated by Nicole Hilario **

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
111							
	0010-100-111-00-625700-		MAYOR ADMIN DEPARTMENT				
	001167 AT&T MOBILITY	287266110317	291707	2018 2 INV P	54.31 D-112117	152263	28726623690/ MAYOR
	INVOICE: 287266110317		FULL DESC: 28726623690/ MAYOR ADMIN				
			ACCOUNT TOTAL		54.31		
			ORG 111 TOTAL		54.31		
125							
	0010-100-125-00-621505-		COURT DEPARTMENT				
	001167 AT&T MOBILITY	28711032017	291714	2018 2 INV P	110.95 D-112117	152263	287262425901/ COURT
	INVOICE: 28711032017		FULL DESC: 287262425901/ COURT				
	013136 AT&T	662280102817	291507	2018 2 INV P	305.07 D-112117	152249	66228083677231878/
	INVOICE: 662280102817		FULL DESC: 66228083677231878/ FIRE ALARM				
			ACCOUNT TOTAL		416.02		
			ORG 125 TOTAL		416.02		
145							
	0010-100-145-00-625700-		DEPARTMENT OF FINANCE & ADMIN				
	001095 VERIZON WIRELESS	9793707962	291811	2018 2 INV P	66.67 D-112117	152276	642151677-00001
	INVOICE: 9793707962		FULL DESC: 642151677-00001				
	001095 VERIZON WIRELESS	9795478394	291812	2018 2 INV P	40.01 D-112117	152276	642151677-00001
	INVOICE: 9795478394		FULL DESC: 642151677-00001				
					106.68		
	001167 AT&T MOBILITY	287280110317	292183	2018 2 INV P	54.31 D-112117	152263	287280227941/ HR CE
	INVOICE: 287280110317		FULL DESC: 287280227941/ HR CELL				
			ACCOUNT TOTAL		160.99		
	0010-100-145-00-626900-		TRAVEL & TRAINING				
	002396 WILSON CHRIS	11082017	291362	2018 2 INV P	206.51 D-112117	151929	BOND HEARING@ JACKS
	INVOICE: 11082017		FULL DESC: BOND HEARING@ JACKSON MS				
			ACCOUNT TOTAL		206.51		
			ORG 145 TOTAL		367.50		
150							
	0010-100-150-00-625700-		INFORMATION TECHNOLOGY				
	001095 VERIZON WIRELESS	9793707962	291811	2018 2 INV P	333.35 D-112117	152276	642151677-00001
	INVOICE: 9793707962		FULL DESC: 642151677-00001				
	001095 VERIZON WIRELESS	9795478394	291812	2018 2 INV P	2,131.73 D-112117	152276	642151677-00001
	INVOICE: 9795478394		FULL DESC: 642151677-00001				
					2,465.08		

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	001167 AT&T MOBILITY	2872110317	291712	2018 2 INV P	1,111.84 D-112117	152263	287251543491/ ITEC
	INVOICE: 2872110317		FULL DESC: 287251543491/ ITEC				
			ACCOUNT TOTAL		3,576.92		
			ORG 150 TOTAL		3,576.92		
155			CITY CLERK				
0010-100-155-00-625700-			TELEPHONE & POSTAGE				
	000166 AT&T	303814102117	291504	2018 2 INV P	444.77 D-112117	152247	0303814877001/ 6622
	INVOICE: 303814102117		FULL DESC: 0303814877001/ 66228024869				
	001167 AT&T MOBILITY	287258110317	291572	2018 2 INV P	188.62 D-112117	152250	287258869424/ CLERK
	INVOICE: 287258110317		FULL DESC: 287258869424/ CLERKS OFFICE				
			ACCOUNT TOTAL		633.39		
			ORG 155 TOTAL		633.39		
180			PLANNING / ENGINEERING DEPT				
0010-100-180-00-625700-			TELEPHONE/POSTAGE				
	001095 VERIZON WIRELESS	9793707962	291811	2018 2 INV P	600.03 D-112117	152276	642151677-00001
	INVOICE: 9793707962		FULL DESC: 642151677-00001				
	001095 VERIZON WIRELESS	9795478394	291812	2018 2 INV P	360.09 D-112117	152276	642151677-00001
	INVOICE: 9795478394		FULL DESC: 642151677-00001				
					960.12		
	001167 AT&T MOBILITY	287269110317	291708	2018 2 INV P	318.92 D-112117	152263	287269342685/ BUILD
	INVOICE: 287269110317		FULL DESC: 287269342685/ BUILDING / CODE				
	001167 AT&T MOBILITY	287270110317	291715	2018 2 INV P	271.55 D-112117	152263	287270432970/ CODE
	INVOICE: 287270110317		FULL DESC: 287270432970/ CODE ENFORCEMENT				
	001167 AT&T MOBILITY	287274110317	291706	2018 2 INV P	108.62 D-112117	152263	287274134718/ PLANN
	INVOICE: 287274110317		FULL DESC: 287274134718/ PLANNING DEPT.				
					699.09		
			ACCOUNT TOTAL		1,659.21		
			ORG 180 TOTAL		1,659.21		
211			POLICE DEPARTMENT				
0010-200-211-00-622100-			PROFESSIONAL SERVICES				
	000166 AT&T	601M58110117	291819	2018 2 INV P	204.00 D-112117	152261	601M5822250010598/
	INVOICE:		FULL DESC: 601M5822250010598/ NCIC SUPPORT NOV. 2017				
	013136 AT&T	662M10102317	291828	2018 2 INV P	2,400.00 D-112117	152262	662M107046001878/ M
	INVOICE:		FULL DESC: 662M107046001878/ MBL SFTWR MAINT.				
			ACCOUNT TOTAL		2,604.00		
0010-200-211-00-625700-			TELEPHONE & POSTAGE				

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YEAR/PERIOD: 2017/1 TO 2018/2		ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
		001095 VERIZON WIRELESS	9793707962	291811	2018 2 INV P	6,938.58 D-112117	152276	642151677-00001
		INVOICE: 9793707962		FULL DESC:	642151677-00001			
		001095 VERIZON WIRELESS	9795478394	291812	2018 2 INV P	4,167.83 D-112117	152276	642151677-00001
		INVOICE: 9795478394		FULL DESC:	642151677-00001			
						11,106.41		
		001167 AT&T MOBILITY	287251100417	291820	2018 2 INV P	5,574.70 D-112117	152263	287251661819/ PD CE
		INVOICE: 287251100417		FULL DESC:	287251661819/ PD CELL PHONES			
		007504 PAETEC	69387403	291577	2018 2 INV P	526.15 D-112117	152259	61147542/ SPD
		INVOICE: 69387403		FULL DESC:	61147542/ SPD			
ACCOUNT TOTAL						17,207.26		
		0010-200-211-00-626000-			UTILITIES			
		000966 ENTERGY	565001938076	291832	2018 2 INV P	28.67 D-112117	152272	109997221/ 2009 STA
		INVOICE: 565001938076		FULL DESC:	109997221/ 2009 STAR LANDING RD E TOR SIREN			
		000966 ENTERGY	565001938077	291831	2018 2 INV P	18.63 D-112117	152271	109997247/165 STAR
		INVOICE: 565001938077		FULL DESC:	109997247/165 STAR LANDING RD E TOR SIREN			
		000966 ENTERGY	65004972829	291834	2018 2 INV P	20.29 D-112117	152271	17623570/6052 ELMOR
		INVOICE: 65004972829		FULL DESC:	17623570/6052 ELMORE CD SIREN			
		000966 ENTERGY	90005204892	291833	2018 2 INV P	20.07 D-112117	152271	168380054830 AIRWAY
		INVOICE: 90005204892		FULL DESC:	168380054830 AIRWAYS BLVD			
						87.66		
		001145 ATMOS ENERGY	301711110317	291829	2018 2 INV P	163.93 D-112117	152264	3017116889/ 8691 NO
		INVOICE: 301711110317		FULL DESC:	3017116889/ 8691 NORTHWEST DR			
		001145 ATMOS ENERGY	30206102417	291576	2018 2 INV P	42.61 D-112117	152251	3020696621/ 6450 GE
		INVOICE: 30206102417		FULL DESC:	3020696621/ 6450 GETWELL			
		001145 ATMOS ENERGY	400885110317	291830	2018 2 INV P	43.29 D-112117	152264	4008850342/ 1855 VE
		INVOICE: 400885110317		FULL DESC:	4008850342/ 1855 VETERANS DR			
						249.83		
ACCOUNT TOTAL						337.49		
		0010-200-211-00-626900-			TRAVEL & TRAINING			
		016993 MISSISSIPPI ASSOC OF	11132017	291558	2018 2 INV P	325.00 D-112117	152257	CHIEF STEVE PIRTLE
		INVOICE: 11132017		FULL DESC:	CHIEF STEVE PIRTLE REGISTRATION			
ACCOUNT TOTAL						325.00		
ORG 211 TOTAL						20,473.75		
		290			FIRE DEPARTMENT			
		0010-200-290-00-600100-			SALARIES-ADMINISTRATION			
		027453 WISEMAN JAMES E	11072017	291363	2018 2 INV P	1,351.20 D-112117	151930	MANUAL CHECK REQUES
		INVOICE: 11072017		FULL DESC:	MANUAL CHECK REQUEST			
ACCOUNT TOTAL						1,351.20		

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	0010-200-290-00-625700-			TELEPHONE & POSTAGE			
	000166 AT&T	300474102117	291575	2018 2 INV P	140.46 D-112117	152247	030474273001/ FIRE
	INVOICE: 300474102117		FULL DESC:	030474273001/ FIRE ADMIN			
	001095 VERIZON WIRELESS	9793707962	291811	2018 2 INV P	1,533.45 D-112117	152276	642151677-00001
	INVOICE: 9793707962		FULL DESC:	642151677-00001			
	001095 VERIZON WIRELESS	9795478394	291812	2018 2 INV P	920.25 D-112117	152276	642151677-00001
	INVOICE: 9795478394		FULL DESC:	642151677-00001			
					2,453.70		
	001167 AT&T MOBILITY	28725110317	291711	2018 2 INV P	2,370.70 D-112117	152263	287258376289/ FIRE
	INVOICE: 28725110317		FULL DESC:	287258376289/ FIRE DEPT			
	006142 ACCESS POINT INC	5298351	291574	2018 2 INV P	238.12 D-112117	152246	279776/ FIRE DISPATCH
	INVOICE: 5298351		FULL DESC:	279776/ FIRE DISPATCH			
				ACCOUNT TOTAL	5,202.98		
	0010-200-290-00-626000-			UTILITIES			
	000966 ENTERGY	10011576571	291719	2018 2 INV P	1,044.22 D-112117	152273	15021074/ 6450 GETW
	INVOICE: 10011576571		FULL DESC:	15021074/ 6450 GETWELL RD /STATION 4			
	000966 ENTERGY	260003763724	291720	2018 2 INV P	988.77 D-112117	152273	15374952/ 6050 ELMO
	INVOICE: 260003763724		FULL DESC:	15374952/ 6050 ELMORE RD			
	000966 ENTERGY	560001142281	291718	2018 2 INV P	1,182.46 D-112117	152273	79401667/ 7980 SWIN
	INVOICE: 560001142281		FULL DESC:	79401667/ 7980 SWINNEA RD/ STATION 2			
					3,215.45		
	001145 ATMOS ENERGY	301693110317	291573	2018 2 INV P	143.47 D-112117	152251	3016939368/ 1940 ST
	INVOICE: 301693110317		FULL DESC:	3016939368/ 1940 STATELINE RD W			
				ACCOUNT TOTAL	3,358.92		
				ORG 290 TOTAL	9,913.10		
311	0010-300-311-00-625700-			PUBLIC WORKS DEPARTMENT			
	001095 VERIZON WIRELESS	9793707962	291811	2018 2 INV P	66.67 D-112117	152276	642151677-00001
	INVOICE: 9793707962		FULL DESC:	642151677-00001			
	001095 VERIZON WIRELESS	9795478394	291812	2018 2 INV P	40.01 D-112117	152276	642151677-00001
	INVOICE: 9795478394		FULL DESC:	642151677-00001			
					106.68		
	001167 AT&T MOBILITY	287110317	291713	2018 2 INV P	292.66 D-112117	152263	287251729041/ PUBLI
	INVOICE: 287110317		FULL DESC:	287251729041/ PUBLIC WORKS			
				ACCOUNT TOTAL	399.34		
	0010-300-311-00-626000-			UTILITIES			

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	000966 ENTERGY	25005283490	291782	2018 2 INV P	18.26 D-112117	152271	19047497/ 951 RASCO
	INVOICE: 25005283490		FULL DESC: 19047497/	951 RASCO RD			
	000966 ENTERGY	465003005313	291783	2018 2 INV P	12.31 D-112117	152271	98050180/ 5813 PEPP
	INVOICE: 465003005313		FULL DESC: 98050180/	5813 PEPPERCHASE DR			
	000966 ENTERGY	90005206513	291788	2018 2 INV P	1,589.09 D-112117	152273	16833121/ 5813 PEPP
	INVOICE: 90005206513		FULL DESC: 16833121/	5813 PEPPERCHASE DR			
					1,619.66		
	001145 ATMOS ENERGY	301501110317	292185	2018 2 INV P	45.14 D-112117	152264	3015017730/ 1320 BR
	INVOICE: 301501110317		FULL DESC: 3015017730/	1320 BROOKHAVEN			
	001145 ATMOS ENERGY	301696102417	291370	2018 2 INV P	299.20 D-112117	152251	3016966721/ 5813 PE
	INVOICE: 301696102417		FULL DESC: 3016966721/	5813 PEPPERCHASE DR BLDG C			
	001145 ATMOS ENERGY	301696102517	291369	2018 2 INV P	158.88 D-112117	152251	3016966196/ 5813 PE
	INVOICE: 301696102517		FULL DESC: 3016966196/	5813 PEPPER CHASE DR BLDG A			
	001145 ATMOS ENERGY	301696103017	291368	2018 2 INV P	24.23 D-112117	152251	3016966445/ 5813 PE
	INVOICE: 301696103017		FULL DESC: 3016966445/	5813 PEPPER CHASE DR BLDG B			
	001145 ATMOS ENERGY	301698110317	292184	2018 2 INV P	153.90 D-112117	152264	3016983113/ 385 MAI
	INVOICE: 301698110317		FULL DESC: 3016983113/	385 MAIN ST			
					681.35		
				ACCOUNT TOTAL	2,301.01		
				ORG 311 TOTAL	2,700.35		
315	CITY TRAFFIC AND STREETS LIGHT UTILITIES						
0010-300-315-00-626000-	000966 ENTERGY	130003944057	291805	2018 2 INV P	38.87 D-112117	152272	147671986/ CORNER O
	INVOICE: 130003944057		FULL DESC: 147671986/	CORNER OF HWY 302 AND GETWELL RD			
	000966 ENTERGY	130003944058	291807	2018 2 INV P	46.59 D-112117	152272	147671994/ GOODMAN
	INVOICE: 130003944058		FULL DESC: 147671994/	GOODMAN AND TCHULAHOMA RD			
	000966 ENTERGY	135004774399	291802	2018 2 INV P	56.29 D-112117	152272	17327354/ SWINNEA R
	INVOICE: 135004774399		FULL DESC: 17327354/	SWINNEA RD & HWY 302			
	000966 ENTERGY	140003923453	291796	2018 2 INV P	55.62 D-112117	152272	68387034/ 249 GOODM
	INVOICE: 140003923453		FULL DESC: 68387034/	249 GOODMAN RD W			
	000966 ENTERGY	150003899431	291809	2018 2 INV P	216.64 D-112117	152272	15064967/ ST LTS CI
	INVOICE: 150003899431		FULL DESC: 15064967/	ST LTS CITY MAINT			
	000966 ENTERGY	180003999978	291778	2018 2 INV P	54.01 D-112117	152272	15556418/ STATELINE
	INVOICE: 180003999978		FULL DESC: 15556418/	STATELINE & NORTHWEST			
	000966 ENTERGY	185004804927	291793	2018 2 INV P	50.58 D-112117	152272	110822004/ MS 302 @
	INVOICE: 185004804927		FULL DESC: 110822004/	MS 302 @ GETWELL			
	000966 ENTERGY	195004780088	291794	2018 2 INV P	50.58 D-112117	152272	19075704/ MS 302 &
	INVOICE: 195004780088		FULL DESC: 19075704/	MS 302 & TCHULAHOMA			
	000966 ENTERGY	2016905467	291799	2018 2 INV P	54,882.23 D-112117	152273	16836199/ STREET LI
	INVOICE: 2016905467		FULL DESC: 16836199/	STREET LIGHTS			
	000966 ENTERGY	210003604123	291781	2018 2 INV P	20.78 D-112117	152271	115078636/ 1989 STA
	INVOICE: 210003604123		FULL DESC: 115078636/	1989 STATELINE RD E			
	000966 ENTERGY	215004473236	291815	2018 2 INV P	64.70 D-112117	152272	16835019/ TL MILLBR
	INVOICE: 215004473236		FULL DESC: 16835019/	TL MILLBRANCH ST LIN			
	000966 ENTERGY	215004473240	291814	2018 2 INV P	29.67 D-112117	152272	16850885/ AIRWAYS A
	INVOICE: 215004473240		FULL DESC: 16850885/	AIRWAYS AND RASCO			

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	000966 ENTERGY	225004431929 291810		2018 2 INV P	44.29 D-112117	152272	16713240/ CHURCH RD
	INVOICE: 225004431929	FULL DESC:	16713240/	CHURCH RD @I-55			
	000966 ENTERGY	225004431930 291813		2018 2 INV P	33.90 D-112117	152272	16713968/ CHURCH RD
	INVOICE: 225004431930	FULL DESC:	16713968/	CHURCH RD @GETWELL RD			
	000966 ENTERGY	225004433154 291808		2018 2 INV P	7.75 D-112117	152271	19131200/ 8185 GETW
	INVOICE: 225004433154	FULL DESC:	19131200/	8185 GETWELL RD			
	000966 ENTERGY	255004179425 291816		2018 2 INV P	55.23 D-112117	152272	16293359/ WHITWORTH
	INVOICE: 255004179425	FULL DESC:	16293359/	WHITWORTH AND ST LINE RD			
	000966 ENTERGY	255004179453 291817		2018 2 INV P	11.03 D-112117	152271	16344749/ SWEET FLA
	INVOICE: 255004179453	FULL DESC:	16344749/	SWEET FLAG LOOP			
	000966 ENTERGY	280003786784 291790		2018 2 INV P	21.98 D-112117	152271	50881309/ 1005 CHUR
	INVOICE: 280003786784	FULL DESC:	50881309/	1005 CHURCH W RD			
	000966 ENTERGY	385003407804 291798		2018 2 INV P	22.83 D-112117	152271	91224535/ 992 CHURC
	INVOICE: 385003407804	FULL DESC:	91224535/	992 CHURCH RD E			
	000966 ENTERGY	400001936905 291784		2018 2 INV P	22.69 D-112117	152271	52730470/ 85 CHURCH
	INVOICE: 400001936905	FULL DESC:	52730470/	85 CHURCH RD E			
	000966 ENTERGY	405003215500 291791		2018 2 INV P	41.49 D-112117	152272	108163825/ 6145 AIR
	INVOICE: 405003215500	FULL DESC:	108163825/	6145 AIRWAYS BLVD			
	000966 ENTERGY	425003156569 291779		2018 2 INV P	25.33 D-112117	152271	124065178/ AIRWAYS
	INVOICE: 425003156569	FULL DESC:	124065178/	AIRWAYS BLVD AND CENRRAL MALL ENTRY			
	000966 ENTERGY	425003156570 291780		2018 2 INV P	28.58 D-112117	152271	124075086/ AIRWAYS
	INVOICE: 425003156570	FULL DESC:	124075086/	AIRWAYS BLVD AND PLUM POINT			
	000966 ENTERGY	45005093482 291803		2018 2 INV P	20.67 D-112117	152271	89417232/ 6006 GETW
	INVOICE: 45005093482	FULL DESC:	89417232/	6006 GETWELL RD			
	000966 ENTERGY	45005093501 291804		2018 2 INV P	32.16 D-112117	152272	90253295/ 8507 INVE
	INVOICE: 45005093501	FULL DESC:	90253295/	8507 INVERNESS DR			
	000966 ENTERGY	45005094440 291777		2018 2 INV P	453.88 D-112117	152273	55245484/8935 COMME
	INVOICE: 45005094440	FULL DESC:	55245484/8935	COMMERCE DR			
	000966 ENTERGY	465003006198 291789		2018 2 INV P	30.12 D-112117	152272	89417216/ 5577 GETW
	INVOICE: 465003006198	FULL DESC:	89417216/	5577 GETWELL RD			
	000966 ENTERGY	505002660635 291787		2018 2 INV P	25.69 D-112117	152271	59478867/ 6345 AIRW
	INVOICE: 505002660635	FULL DESC:	59478867/	6345 AIRWAYS			
	000966 ENTERGY	505002660636 291786		2018 2 INV P	20.92 D-112117	152271	59478941/ 6610 AIRW
	INVOICE: 505002660636	FULL DESC:	59478941/	6610 AIRWAYS BLVD			
	000966 ENTERGY	505002660638 291785		2018 2 INV P	23.90 D-112117	152271	58522954/ 6875 AIRW
	INVOICE: 505002660638	FULL DESC:	58522954/	6875 AIRWAYS BLVD			
	000966 ENTERGY	55005049862 291800		2018 2 INV P	2.96 D-112117	152271	16835456/ SOUTHAVEN
	INVOICE: 55005049862	FULL DESC:	16835456/	SOUTHAVEN ELEM SCHOOL			
	000966 ENTERGY	55005049864 291801		2018 2 INV P	75.36 D-112117	152272	16837528/ STATELINE
	INVOICE: 55005049864	FULL DESC:	16837528/	STATELINE & GETWELL			
	000966 ENTERGY	60005355406 291795		2018 2 INV P	61.96 D-112117	152272	63799183/ 6715 HOSP
	INVOICE: 60005355406	FULL DESC:	63799183/	6715 HOSPITALITY RD			
	000966 ENTERGY	60005355721 291797		2018 2 INV P	20.19 D-112117	152271	145700183/ 2996 COL
	INVOICE: 60005355721	FULL DESC:	145700183/	2996 COLLEGE RD TRFC SIGNAL			
	000966 ENTERGY	80005210800 291818		2018 2 INV P	33.74 D-112117	152272	16853152/ 488 CHURC
	INVOICE: 80005210800	FULL DESC:	16853152/	488 CHURCH RD E			
	000966 ENTERGY	90005206514 291792		2018 2 INV P	20.19 D-112117	152271	16837783/ 3005 COLL
	INVOICE: 90005206514	FULL DESC:	16837783/	3005 COLLEGE RD			
					56,703.40		
	001105 NORTHCENTRAL ELECTRI	592102717 291367		2018 2 INV P	157.92 D-112117	152258	59247012/ METER 188

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INVOICE: 592102717 FULL DESC: 59247012/ METER 18892199							
001105 NORTHCENTRAL ELECTRI	5924102717	291366		2018 2 INV P	174.75 D-112117	152258	59247010/ METER 188
INVOICE: 5924102717 FULL DESC: 59247010/ METER 18892198							
001105 NORTHCENTRAL ELECTRI	592470102717	291364		2018 2 INV P	338.26 D-112117	152258	59247002/ METER 113
INVOICE: 592470102717 FULL DESC: 59247002/ METER 11393283							
001105 NORTHCENTRAL ELECTRI	592470110317	291806		2018 2 INV P	2,252.30 D-112117	152274	STREET LIGHTS/ 5924
INVOICE: 592470110317 FULL DESC: STREET LIGHTS/ 59247008/METER 999000298							
001105 NORTHCENTRAL ELECTRI	59247102717	291365		2018 2 INV P	256.64 D-112117	152258	59247009/ METER 348
INVOICE: 59247102717 FULL DESC: 59247009/ METER 34801576							
					3,179.87		
ACCOUNT TOTAL					59,883.27		
ORG 315 TOTAL					59,883.27		
411 PARKS DEPARTMENT							
0010-400-411-00-625700- TELEPHONE & POSTAGE							
001095 VERIZON WIRELESS	9793707962	291811		2018 2 INV P	800.04 D-112117	152276	642151677-00001
INVOICE: 9793707962 FULL DESC: 642151677-00001							
001095 VERIZON WIRELESS	9795478394	291812		2018 2 INV P	480.12 D-112117	152276	642151677-00001
INVOICE: 9795478394 FULL DESC: 642151677-00001							
					1,280.16		
001167 AT&T MOBILITY	287265110317	291709		2018 2 INV P	708.95 D-112117	152263	287265161081/PARKS
INVOICE: 287265110317 FULL DESC: 287265161081/PARKS DEPT							
004288 C SPIRE	304664110417	291571		2018 2 INV P	50.28 D-112117	152252	ACCT: 0030466417/ P
INVOICE: 304664110417 FULL DESC: ACCT: 0030466417/ PARKS DEPT							
ACCOUNT TOTAL					2,039.39		
0010-400-411-00-626000- UTILITIES							
000166 AT&T	662280102817	291371		2018 2 INV P	149.23 D-112117	152248	66228002585351875
INVOICE: 662280102817 FULL DESC: 66228002585351875							
000166 AT&T	66228102817	291506		2018 2 INV P	44.73 D-112117	152248	66228051366461874
INVOICE: 66228102817 FULL DESC: 66228051366461874							
					193.96		
001234 CENTURYLINK	465283110217	291772		2018 2 INV P	138.72 D-112117	152265	465283210/ TENNIS C
INVOICE: 465283110217 FULL DESC: 465283210/ TENNIS CENTER							
002351 COMCAST	839640110317	292174		2018 2 INV P	213.64 D-112117	152268	8396400220292533/ A
INVOICE: 839640110317 FULL DESC: 8396400220292533/ ARENA							
002351 COMCAST	839640110617	292173		2018 2 INV P	364.34 D-112117	152269	8396400220299116/PA
INVOICE: 839640110617 FULL DESC: 8396400220299116/PARKS							
					577.98		
016529 DIRECTV	32768114144	291721		2018 2 INV P	130.52 D-112117	152270	046471734/ PARKS

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	INVOICE: 32768114144		FULL DESC: 046471734/ PARKS				
	016529 DIRECTV	32794811547	291776	2018 2 INV P	84.51 D-112117	152270	DIRECT TV- UMPIRE S
	INVOICE: 32794811547		FULL DESC: DIRECT TV- UMPIRE SHED				
					215.03		
			ACCOUNT TOTAL		1,125.69		
			ORG 411 TOTAL		3,165.08		
412			PARK TOURNAMENTS				
0010-400-412-00-627901-			TOURNAMENT UMPIRE FEES				
008915 RUCKER JOSEPH M	10282017	291380	2018 2 INV P	300.00 D-112117	152241	SOFTBALL TOURNAMENT	
INVOICE: 10282017		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
011656 JORDAN BRANDON	10282017	291378	2018 2 INV P	225.00 D-112117	152239	SOFTBALL TOURNAMENT	
INVOICE: 10282017		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
016242 SHAFFER RICHARD NEAL	10282017	291381	2018 2 INV P	337.50 D-112117	152242	SOFTBALL TOURNAMENT	
INVOICE: 10282017		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
016245 HANSEN WILLIAM	10282017	291377	2018 2 INV P	262.50 D-112117	152238	SOFTBALL TOURNAMENT	
INVOICE: 10282017		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
021400 TAYLOR JASON L	10282017	291382	2018 2 INV P	337.50 D-112117	152243	SOFTBALL TOURNAMENT	
INVOICE: 10282017		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
023184 LODEN MICHAEL	10282017	291379	2018 2 INV P	225.00 D-112117	152240	SOFTBALL TOURNAMENT	
INVOICE: 10282017		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
023445 FULLILOVE LANDON	10282017	291376	2018 2 INV P	225.00 D-112117	152237	SOFTBALL TOURNAMENT	
INVOICE: 10282017		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
023507 CRAIN JONNY	102817	291375	2018 2 INV P	300.00 D-112117	152235	SOFTBALL TOURNAMENT	
INVOICE: 102817		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
027447 WRIGHT TELECIA	10282017	291383	2018 2 INV P	150.00 D-112117	152244	SOFTBALL TOURNAMENT	
INVOICE: 10282017		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
027448 DICKINS WILLIAM	10282017	291384	2018 2 INV P	112.50 D-112117	152236	SOFTBALL TOURNAMENT	
INVOICE: 10282017		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
027449 ANDERSON MICHAEL	10282017	291385	2018 2 INV P	150.00 D-112117	152234	SOFTBALL TOURNAMENT	
INVOICE: 10282017		FULL DESC: SOFTBALL TOURNAMENT T.A.M.					
			ACCOUNT TOTAL		2,625.00		
			ORG 412 TOTAL		2,625.00		
511			MUNICIPAL CODE ENFORCEMENT				
0010-500-511-00-625700-			TELEPHONE & POSTAGE				
001167 AT&T MOBILITY	2811032017	291716	2018 2 INV P	217.24 D-112117	152263	287269097723/ ANIMA	

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815	0400-800-815-00-625300-		UTILITY CAPITAL IMPROVEMENTS				
	015242 TREY CONSTRUCTION, I	PAYAPP-2	291578	2018 2 INV P	198,416.99 D-112117	152260	FIRE SERVICE EXT. P
	INVOICE:		FULL DESC:	FIRE SERVICE EXT. PHASE 1			
			ACCOUNT TOTAL		198,416.99		
			ORG 815	TOTAL	198,416.99		
820	0400-800-820-00-600100-		UTILITY ADMINISTRATIVE EXPENSE				
	027555 TURNER KIM	11172017	292200	2018 2 INV P	382.25 D-112117	152278	PAYROLL SHORTAGE
	INVOICE: 11172017		FULL DESC:	PAYROLL SHORTAGE			
			ACCOUNT TOTAL		382.25		
			ORG 820	TOTAL	382.25		
825	0400-800-825-00-600100-		UTILITY MAINTENANCE EXPENSES				
	027556 PARKS JAMES W	11172017	292201	2018 2 INV P	42.83 D-112117	152277	PAYROLL SHORTAGE
	INVOICE: 11172017		FULL DESC:	PAYROLL SHORTAGE			
			ACCOUNT TOTAL		42.83		
0400-800-825-00-624500-	003862 MS STATE DEPT OF HEA	C04436	291508	2018 2 INV P	30.00 D-112117	152245	EUGENE L SMITH JR-R
	INVOICE:		FULL DESC:	EUGENE L SMITH JR-RENEWAL FEE			
			ACCOUNT TOTAL		30.00		
0400-800-825-00-625700-	001095 VERIZON WIRELESS	9793707962	291811	2018 2 INV P	800.04 D-112117	152276	642151677-00001
	INVOICE: 9793707962		FULL DESC:	642151677-00001			
	001095 VERIZON WIRELESS	9795478394	291812	2018 2 INV P	336.89 D-112117	152276	642151677-00001
	INVOICE: 9795478394		FULL DESC:	642151677-00001			
					1,136.93		
001167 AT&T MOBILITY	287251110317	291710	2018 2 INV P	1,631.64 D-112117	152263	287251660413/	UTLIT
	INVOICE: 287251110317		FULL DESC:	287251660413/ UTLITITES			
			ACCOUNT TOTAL		2,768.57		
0400-800-825-00-626000-	000966 ENTERGY	215004471094	291601	2018 2 INV P	157.57 D-112117	152256	87490884/ 2017 STAR
	INVOICE: 215004471094		FULL DESC:	87490884/ 2017 STARLANDING RD E WTR TWR			
	000966 ENTERGY	215004473237	291602	2018 2 INV P	129.82 D-112117	152256	16836702/ 6854 TCHU
	INVOICE: 215004473237		FULL DESC:	16836702/ 6854 TCHULAHOMA			
	000966 ENTERGY	215004473241	291612	2018 2 INV P	21.55 D-112117	152255	16851461/ HUNTERS G
	INVOICE: 215004473241		FULL DESC:	16851461/ HUNTERS GLEN ST			

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	000966 ENTERGY	225004428900	291594	2018 2 INV P	82.56 D-112117	152256	19338714/ TURMAN DR
	INVOICE: 225004428900		FULL DESC: 19338714/	TURMAN DR			
	000966 ENTERGY	245004260415	291617	2018 2 INV P	14.10 D-112117	152255	18141937/8440 GREEN
	INVOICE: 245004260415		FULL DESC: 18141937/8440	GREENBROOK PKWY			
	000966 ENTERGY	250003745152	291614	2018 2 INV P	100.12 D-112117	152256	102092335/ 8182 GET
	INVOICE: 250003745152		FULL DESC: 102092335/	8182 GETWELL RD NORTH LIFT STATION			
	000966 ENTERGY	25005283347	291615	2018 2 INV P	8,442.85 D-112117	152256	16850588/7525 GREEN
	INVOICE: 25005283347		FULL DESC: 16850588/7525	GREENBROOK PKWY			
	000966 ENTERGY	25005283348	291611	2018 2 INV P	12.05 D-112117	152255	16851180/ 7696 AIRW
	INVOICE: 25005283348		FULL DESC: 16851180/	7696 AIRWAYS BLVD			
	000966 ENTERGY	275004067633	291597	2018 2 INV P	42.47 D-112117	152255	122346919/ LEGENDS
	INVOICE: 275004067633		FULL DESC: 122346919/	LEGENDS LAGOON			
	000966 ENTERGY	275004068482	291609	2018 2 INV P	31.58 D-112117	152255	85491660/ CHANCEY C
	INVOICE: 275004068482		FULL DESC: 85491660/	CHANCEY COVE LOT 4			
	000966 ENTERGY	295003928277	291593	2018 2 INV P	135.12 D-112117	152256	122867856/4164 HIGH
	INVOICE: 295003928277		FULL DESC: 122867856/	4164 HIGHWAY 51			
	000966 ENTERGY	295003928278	291592	2018 2 INV P	138.42 D-112117	152256	122868045/53 WOODLA
	INVOICE: 295003928278		FULL DESC: 122868045/	53 WOODLAND TRACE S			
	000966 ENTERGY	315003701486	291603	2018 2 INV P	7.75 D-112117	152255	39758438/ 5850 GETW
	INVOICE: 315003701486		FULL DESC: 39758438/	5850 GETWELL RD WATERTOWER			
	000966 ENTERGY	325003651381	291595	2018 2 INV P	27.15 D-112117	152255	43981182/ 1903 STAR
	INVOICE: 325003651381		FULL DESC: 43981182/	1903 STARLANDING RD OF NICHOLAS			
	000966 ENTERGY	340002523385	291596	2018 2 INV P	34.56 D-112117	152255	107599953/ 2543 JIM
	INVOICE: 340002523385		FULL DESC: 107599953/	2543 JIM ST			
	000966 ENTERGY	400001938547	291620	2018 2 INV P	70.26 D-112117	152255	122528110/2635 RUTH
	INVOICE: 400001938547		FULL DESC: 122528110/	2635 RUTHERFORD A			
	000966 ENTERGY	425003157310	291605	2018 2 INV P	78.02 D-112117	152256	75760785/ 8157A PAR
	INVOICE: 425003157310		FULL DESC: 75760785/	8157A PARK PIKE			
	000966 ENTERGY	425003157311	291604	2018 2 INV P	1,119.41 D-112117	152256	76259076/ 3088 NAIL
	INVOICE: 425003157311		FULL DESC: 76259076/	3088 NAIL RD			
	000966 ENTERGY	445003072373	291591	2018 2 INV P	35.98 D-112117	152255	60572526/ GROVE MEA
	INVOICE: 445003072373		FULL DESC: 60572526/	GROVE MEADOWS LIFT STATION			
	000966 ENTERGY	450002159877	291610	2018 2 INV P	17.98 D-112117	152255	79240206/ 4154 DAVI
	INVOICE: 450002159877		FULL DESC: 79240206/	4154 DAVIS RD ST CLAIR LIFT STATION SEWE			
	000966 ENTERGY	455003031977	291590	2018 2 INV P	51.28 D-112117	152255	76194174/303 LONG S
	INVOICE: 455003031977		FULL DESC: 76194174/	303 LONG ST			
	000966 ENTERGY	465003006129	291619	2018 2 INV P	12.24 D-112117	152255	19045665/6845 MCCAI
	INVOICE: 465003006129		FULL DESC: 19045665/6845	MCCAIN DR			
	000966 ENTERGY	525002492560	291613	2018 2 INV P	36.53 D-112117	152255	122548779/ 5253 SWI
	INVOICE: 525002492560		FULL DESC: 122548779/	5253 SWINNEA RD RUST LIFT			
	000966 ENTERGY	540001150941	291621	2018 2 INV P	10.75 D-112117	152255	126811512/ AIRWAYS
	INVOICE: 540001150941		FULL DESC: 126811512/	AIRWAYS BLVD AND PLUM POINT			
	000966 ENTERGY	55005049867	291607	2018 2 INV P	10.03 D-112117	152255	16852907/ 1334 GOOD
	INVOICE: 55005049867		FULL DESC: 16852907/	1334 GOODMAN RD			
	000966 ENTERGY	55005049868	291606	2018 2 INV P	3,295.49 D-112117	152256	16853459/ 5850 GETW
	INVOICE: 55005049868		FULL DESC: 16853459/	5850 GETWELL RD WATER PLANT			
	000966 ENTERGY	635000448782	291616	2018 2 INV P	10.12 D-112117	152255	71532782/1433 STATE
	INVOICE: 635000448782		FULL DESC: 71532782/	1433 STATELINE			
	000966 ENTERGY	65004972808	291600	2018 2 INV P	1,278.77 D-112117	152256	17625948/ 4446 AIRW
	INVOICE: 65004972808		FULL DESC: 17625948/	4446 AIRWAYS BLVD			
	000966 ENTERGY	65004972809	291599	2018 2 INV P	3,506.68 D-112117	152256	17627084/ 170 COLLE
	INVOICE: 65004972809		FULL DESC: 17627084/	170 COLLEGE RD			

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	000966 ENTERGY	65004972914	291598	2018 2 INV P	75.98 D-112117	152255	18757831/ 3401 WOOD
	INVOICE: 65004972914		FULL DESC: 18757831/	3401 WOODLAND TRACE NORTH			
	000966 ENTERGY	80005210799	291608	2018 2 INV P	50.69 D-112117	152255	16851735/ 5795 PEPP
	INVOICE: 80005210799		FULL DESC: 16851735/	5795 PEPPERCHASE DR			
	000966 ENTERGY	90005205024	291618	2018 2 INV P	37.81 D-112117	152255	57153132/2768 BLACK
	INVOICE: 90005205024		FULL DESC: 57153132/	2768 BLACK ROCK RD			
					19,075.69		
	001105 NORTHCENTRAL ELECTRI	59102717	291588	2018 2 INV P	22.74 D-112117	152258	59247011/ 4105 GOOD
	INVOICE: 59102717		FULL DESC: 59247011/	4105 GOODMAN / 38558678			
	001105 NORTHCENTRAL ELECTRI	5910272017	291587	2018 2 INV P	58.07 D-112117	152258	59247001/ COBBLESTO
	INVOICE: 5910272017		FULL DESC: 59247001/	COBBLESTON LIFT STATION			
	001105 NORTHCENTRAL ELECTRI	592470110217	291586	2018 2 INV P	106.58 D-112117	152258	59247007/ BELLE PT
	INVOICE: 592470110217		FULL DESC: 59247007/	BELLE PT LIFT STATION/METER 11393267			
					187.39		
	001167 AT&T MOBILITY	820538110317	291773	2018 2 INV P	868.99 D-112117	152263	SCADA SERVICES/GETA
	INVOICE: 820538110317		FULL DESC: SCADA SERVICES/GETAC				
	002351 COMCAST	839640102317	291505	2018 2 INV P	114.35 D-112117	152254	8396400230236629/ 7
	INVOICE: 839640102317		FULL DESC: 8396400230236629/	7525 GREENBROOK PKWY			
	002351 COMCAST	839640102617	291775	2018 2 INV P	105.90 D-112117	152266	8396400220292525/ 8
	INVOICE: 839640102617		FULL DESC: 8396400220292525/	8507 INVERNESS			
	002351 COMCAST	839640110117	291589	2018 2 INV P	105.90 D-112117	152253	8396400220284316/ 5
	INVOICE: 839640110117		FULL DESC: 8396400220284316/	5850 GETWELL SCADA			
					326.15		
	013136 AT&T	662449110517	291774	2018 2 INV P	55.00 D-112117	152262	66244926050010592/
	INVOICE: 662449110517		FULL DESC: 66244926050010592/	SCADA SERVICES			
				ACCOUNT TOTAL	20,513.22		
				ORG 825 TOTAL	23,354.62		
	FUND 0400 UTILITY FUND			TOTAL:	222,153.86		

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CITY OF SOUTHAVEN
 FY2018 CLAIMS DOCKET D-112117

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0600	0600-000-000-00-216106-		PAYROLL FUND				
	014191 PRE-PAID LEGAL SERVI	11172017	291717	2018 2 INV P	2,290.80 D-112117		152275 EMPLOYEE PRE-PAID L
	INVOICE: 11172017		FULL DESC: EMPLOYEE PRE-PAID LEGAL SERVICES				
			ACCOUNT TOTAL		2,290.80		
			ORG 0600 TOTAL		2,290.80		
=====							
	FUND 0600 PAYROLL FUND		TOTAL:		2,290.80		
=====							

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET W-112117

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YEAR/PERIOD: 2017/1 TO 2018/2									
ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION			
0010		GENERAL FUND							
0010-000-000-00-211300-			SALES TAX PAYABLE						
001176 MS DEPT OF REVENUE	33597	291387	2018 2 DIR P	3,136.54	W-112117	50169	OCTOBER 2017	SALES	
INVOICE: 33597		FULL DESC: OCTOBER 2017 SALES TAX PAID							
		ACCOUNT TOTAL		3,136.54					
		ORG 0010	TOTAL	3,136.54					
=====									
FUND 0010	GENERAL FUND		TOTAL:	3,136.54					
=====									

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET W-112117

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YEAR/PERIOD: 2017/1 TO 2018/2									
ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
0400		UTILITY FUND							
0400-000-000-00-211300-									
001176 MS DEPT OF REVENUE	103117	291386	2018	2	DIR P	15,175.95 W-112117		50168	OCT 2017 SALES TAX
INVOICE: 103117		FULL DESC: OCT 2017 SALES TAX							

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CITY OF SOUTHAVEN
FY2018 CLAIMS DOCKET W-112117

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YEAR/PERIOD: 2017/1 TO 2018/2	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
	0600		PAYROLL FUND				
	0600-000-000-00-214300-			EMPLOYEE MEDICAL INSURANCE			
	026091 CIGNA	110217	291361	2018 2 DIR P	223,642.94 W-112117	50165 CIGNA	
	INVOICE: 110217		FULL DESC: CIGNA				
			ACCOUNT TOTAL		223,642.94		
	0600-000-000-00-214900-			DEFERRED COMPENSATION			
	002311 EMPOWER RETIREMENT	111317	291509	2018 2 DIR P	4,161.43 W-112117	50170 DEF COMP	
	INVOICE: 111317		FULL DESC: DEF COMP				
			ACCOUNT TOTAL		4,161.43		
	0600-000-000-00-215101-			CAF-PRETAX MEDICAL			
	022644 CORPORATE PLANNING	110917	291374	2018 2 DIR P	1,254.85 W-112117	50167 MED FSA	
	INVOICE: 110917		FULL DESC: MED FSA				
	022644 CORPORATE PLANNING	11172017	292199	2018 2 DIR P	4,498.14 W-112117	50171 FSA & CHILD REPORTS	
	INVOICE: 11172017		FULL DESC: FSA & CHILD REPORTS				
					5,752.99		
			ACCOUNT TOTAL		5,752.99		
	0600-000-000-00-215102-			DENTAL INSURANCE PREMS			
	026091 CIGNA	110217	291361	2018 2 DIR P	13,232.64 W-112117	50165 CIGNA	
	INVOICE: 110217		FULL DESC: CIGNA				
			ACCOUNT TOTAL		13,232.64		
	0600-000-000-00-215105-			VISION			
	026091 CIGNA	110217	291361	2018 2 DIR P	2,631.65 W-112117	50165 CIGNA	
	INVOICE: 110217		FULL DESC: CIGNA				
			ACCOUNT TOTAL		2,631.65		
			ORG 0600 TOTAL		249,421.65		
=====							
	FUND 0600 PAYROLL FUND		TOTAL:		249,421.65		
=====							

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16.

Executive Session

Litigation against SPD

Potential Purchase of Property by City
(Broker Agreement)

Industrial Development Expansion

Leasing of City Facilities

Economic Development