

Minutes, City of Southaven, Southaven, Mississippi

The Mayor and Board of Aldermen (the "Governing Body") of the City of Southaven, Mississippi (the "City"), took up for consideration the matter of refunding certain prior bonds of the City, and after a discussion of the subject matter, Alderperson Brooks 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 \$3,500,000 CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020 (THE "BONDS") FOR THE PURPOSE OF CURRENTLY REFUNDING AND DEFEASING ALL OR A PORTION OF THE OUTSTANDING (A) \$4,000,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2008, DATED JULY 1, 2008 (THE "REFUNDED 2008 BONDS") AND (B) \$3,225,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010, DATED NOVEMBER 30, 2010 (THE "REFUNDED 2010 BONDS") AND TOGETHER WITH THE REFUNDED 2008 BONDS, THE "REFUNDED BONDS"; PRESCRIBING THE FORM AND DETAILS OF THE BONDS; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF THE BONDS; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH THE BONDS; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF THE BONDS; APPROVING THE FORM OF AND THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE BONDS; DIRECTING THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN ESCROW TRUST AGREEMENT IN CONNECTION WITH THE BONDS AND THE REFUNDED 2010 BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized by the Mississippi Bond Refinancing Act, being Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Refinancing Act"), to issue refunding bonds of the City for the purpose of refinancing outstanding bonds 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 Governing Body, acting for and on behalf of the City, previously authorized the issuance of its \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (the "2008 Bonds") for the purpose of purchasing land for parks and public playgrounds, and other recreational facilities, and improving, equipping and adorning same; purchasing fire-fighting equipment and apparatus,

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and providing housing for same, and purchasing land therefor; and other related improvements within the City; and

WHEREAS, the 2008 Bonds were issued pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Act**") and together with the Refinancing Act, the "**Act**"), and a resolution of the Governing Body adopted July 1, 2008 (the "**2008 Bond Resolution**"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, previously authorized the issuance of its \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (the "**2010 Bonds**") for the purpose of (i) prepaying and current refunding the City's \$5,000,000 (original principal amount) Promissory Note dated June 7, 2002, which 2002 Note secured a portion of the proceeds of the Mississippi Development Bank Special Obligation Bonds (Capital Projects and Equipment Acquisition Program), Series 2001A, dated March 6, 2001, and (ii) paying the costs of issuance; and

WHEREAS, the 2010 Bonds were issued pursuant to the City Act and a resolution of the Governing Body adopted November 2, 2010 (the "**2010 Bond Resolution**"); and

WHEREAS, the City is desirous of refunding all or a portion of the outstanding 2008 Bonds and the 2010 Bonds for interest rate savings; 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, it has been determined that all or a portion of the outstanding maturities of the 2008 Bonds (collectively, the "**Refunded 2008 Bonds**") and all or a portion of the outstanding maturities of the 2010 Bonds (collectively, the "**Refunded 2010 Bonds**") and together with the Refunded 2008 Bonds, the "**Refunded Bonds**"), are candidates for being refunded under the Refinancing Act; and

WHEREAS, pursuant to the Refinancing Act, the Refunded Bonds can be legally or economically defeased; and

WHEREAS, the Refinancing Act authorizes the Governing Body, among other things, to 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; and

WHEREAS, the Governing Body has determined that the sale of such refunding bonds through private sale will provide the Governing Body with the greatest degree of flexibility in

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the marketing of such refunding bonds and will ensure the most favorable long term interest rates and will thereby maximize the interest savings for the City; and

WHEREAS, the Governing Body hereby designates Raymond James & Associates, Inc., Memphis, Tennessee, as underwriter (the "Underwriter"), in connection with the sale and issuance of the Refunded Bonds; and

WHEREAS, the Refunded Bonds will be sold to the Underwriter pursuant to the terms and provisions of a Bond Purchase Agreement, to be dated as of the date of the sale of the Bonds (as defined herein) (the "Bond Purchase Agreement"), by and between the Underwriter and the City; and

WHEREAS, there have been submitted to this meeting forms of:

(a) the Bond Purchase Agreement providing for the terms and conditions of the sale of the Bonds to the Underwriter,

(b) an Escrow Trust Agreement (the "Escrow Agreement") providing for the payment and redemption of the Refunded Bonds, and

(c) a Preliminary Official Statement (the "Preliminary Official Statement") describing such refunding bonds, the Refunded Bonds and other matters in connection with the sale and issuance of the Bonds; and

WHEREAS, to provide the City with greater economies, the Underwriter, in its role as placement agent for the City (in such capacity, the "Placement Agent") may be able to sell the Bonds to one or more designated purchasers (collectively, the "Purchaser") at a private, negotiated sale all as authorized by the Refinancing Act (the "Private Placement Transaction"), in accordance with a Private Placement Agreement by and between the City and the Placement Agent (the "Private Placement Agreement") and in order to provide the City with such economies, there has been prepared and submitted to the City the form of the Private Placement Agreement; 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 such refunding bonds 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 such refunding bonds and the refunding and defeasance of the Refunded Bonds; and

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WHEREAS, as of October 15, 2019, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$612,370,809, and the issuance of the Bonds proposed to be issued pursuant to the Act, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness that exceeds the limitations of applicable constitutional or statutory 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, the City Act and other applicable laws of the State and all matters and things recited in the premises and preamble of this resolution are found and determined to be true and accurate.

SECTION 2. 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 2020 (the "**Bonds**") in an aggregate principal amount not to exceed \$3,500,000. The Bonds are being issued to currently refund and defease all or a portion of the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds. Principal and interest on the Bonds shall be payable on such dates, at such rate or rates and in such amounts as provided in the Bond Purchase Agreement or the Private Placement Agreement, which provisions shall be finalized on the date the Bond Purchase Agreement or Private Placement Agreement is executed by the Underwriter and the City.

SECTION 3. 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 defeasance of the Refunded Bonds and the payment of the costs of issuance related to the Bonds; (c) the Bonds shall not be issued unless all of the requirements of the 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) pursuant to the Refinancing Act, the 2008 Bond Resolution and the 2010 Bond Resolution, 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 \$3,500,000; 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 4. (a) Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Underwriter at private sale pursuant to the terms and provisions of the Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**. The Mayor of the Governing Body (the "**Mayor**"), acting for and on behalf of the City, is hereby authorized and directed to negotiate with the Underwriter for the sale of the Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Bonds, (b) the redemption provisions of the Bonds, (c) the interest rates to be borne by the Bonds, (d) the maturity date of the Bonds, (e) the Refunded Bonds to be refinanced

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with the proceeds of the Bonds, (f) the principal and interest payment dates for the Bonds, and to make all final determinations necessary to structure the Bonds. The Bond Purchase Agreement in substantially such form is hereby approved in all respects and, subject to the provisions of this Section and Sections 3 and 6 hereof, the Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by the Mayor, said execution being conclusive evidence of such approval.

(b) If in the opinion of the Underwriter and Government Consultants, Inc., Madison, Mississippi, as Municipal Advisor (the "Municipal Advisor") to the City, a Private Placement Transaction will produce greater economics for the City, the form of the Private Placement Agreement attached hereto as **Exhibit B** 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 and the City Clerk of the City (the "Clerk") are hereby authorized and directed to execute and deliver the Private Placement Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval.

(c) Any Bonds sold in a Private Placement Transaction (a) shall be issued in the principal denominations of \$100,000 and increments of \$1,000 each thereafter, or integral multiples thereof up to the amount of, a single maturity, (b) shall be subject to redemption in the manner, to the extent and with such notice as stated in the Private Placement Agreement, (c) shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Private Placement Agreement, (d) shall be authenticated and delivered to, upon the order of or as directed by the Purchaser thereof upon payment of the purchase price of the Bonds in accordance with the Private Placement Agreement, and (e) may or may not have CUSIP numbers assigned thereto as specified in the Private Placement Agreement.

The City hereby authorizes and approves the appointment of Raymond James & Associates, Inc., Memphis, Tennessee, as placement agent regarding the placement of the Bonds and further authorizes and approves appropriate revisions to any and all documents as may be necessary to reflect a Private Placement Transaction.

SECTION 5. (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. 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

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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, in accordance with the provisions of this resolution. The City's 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 monies to the 2020 Bond Fund for the Bonds, 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 5(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 6. The Bonds shall be dated the date of their delivery and shall bear interest from said date at the rates per annum to be set forth in the Bond Purchase Agreement or Private Placement Agreement, as the case may be; 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 shall mature no later than July 1, 2028 for the Refunded 2008 Bonds and November 1, 2024 for the Refunded 2010 Bonds, in the years and in the principal amounts to be set forth in the Bond Purchase Agreement or Private Placement Agreement, as the case may be.

SECTION 7. The Bonds shall be initially issued and held under a book-entry system as fully registered bonds issued in the denominations of \$5,000 or any integral multiple thereof and shall be numbered separately from 1 upwards without regard to maturity; provided, however, if the Bonds are sold pursuant to a Private Placement Transaction authorized in Section 4(b) of the resolution, the Bonds shall be issued as provided in Section 4(c) of this resolution.

SECTION 8. (a) Notwithstanding anything to the contrary in this resolution, so long as the Bonds are being held under a book-entry system, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by the Securities Depository. For purposes of this resolution, "Securities Depository" shall mean a recognized securities depository (or its successor or substitute) selected by the City to act as the securities depository maintaining a book-entry transfer system for the Bonds.

(b) As long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the registered owner of the Bonds for the purpose of (1) paying the principal of or interest on such Bonds, (2) giving any notice permitted or required to be given to registered owners of the Bonds under this resolution, (3) registering the transfer of such Bonds, and (4) requesting any consent or other action to be taken by the registered owners of such Bonds, and for all other purposes whatsoever, and neither the City nor the Paying and Transfer Agent (as hereinafter defined) shall be affected by any notice to the contrary. For the purposes of this resolution, "Securities Depository Nominee" shall mean, with respect to the Bonds and as to any Securities Depository, such Securities Depository or the nominee of such

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Securities Depository in whose name the Bonds shall be registered on the registration records of the City maintained by the Paying and Transfer Agent pursuant to Section 16 hereof during the time such Bonds are held under a book-entry system through such Securities Depository.

(c) Neither the City nor the Paying and Transfer Agent shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as registered owner of such Bonds.

(d) The Paying and Transfer Agent shall pay all principal of and interest on the Bonds issued under the book-entry system, only to the Securities Depository, or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and interest on such Bonds.

(e) In the event that the Governing Body determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository and the Paying and Transfer Agent of such determination. In such event, the City shall execute and the Paying and Transfer Agent shall, pursuant to subsequent resolution of the Governing Body, authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository. Such certificates shall be in fully registered form and transferable only upon the registration records of the City maintained by the Paying and Transfer Agent, by the registered owner thereof or by such registered owner's attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or such registered owner's duly authorized attorney in accordance with this resolution.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the registered owners of the Bonds by the City or by the Paying and Transfer Agent with respect to any consent or other action to be taken by the registered owners, the City or the Paying and Transfer Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(h) The Bonds shall be issued initially under the book-entry system maintained by The Depository Trust Company, New York, New York ("DTC") and shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Bonds. As long as the Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Bonds and notices shall be made and given, respectively, to DTC.

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SECTION 9. The Bonds may be subject to redemption prior to their respective maturities as provided in the Bond Purchase Agreement or the Private Placement Agreement, as the case may be, which redemption provisions shall be finalized on the date the Bond Purchase Agreement or Private Placement Agreement, as the case may be, is executed by the Underwriter and the City.

SECTION 10. 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 at U. S. Bank National Association, Brandon, Mississippi (the "**Paying and Transfer Agent**"). Interest will be payable 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 of the City maintained by the Paying and Transfer Agent for the Bonds pursuant to the provisions of Section 16 hereof.

SECTION 11. The Preliminary Official Statement, 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 with such changes, omissions, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in the Mayor's opinion determine to be required. The Governing Body deems the Preliminary Official Statement to be "final" as required by SEC Rule 15c2-12(b)(1). The actions of the Mayor and all other persons in connection with the preparation of the Preliminary Official Statement are hereby ratified and confirmed. The Mayor is hereby authorized and directed to distribute the Preliminary Official Statement to the Underwriter and to cause to be prepared and to execute and deliver a final Official Statement in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions from the Preliminary Official Statement as may be approved by such officer, said execution being conclusive evidence of such approval.

SECTION 12. The Escrow Agreement, in the form submitted to this meeting and attached hereto as **Exhibit D**, shall be, and the same hereby is, approved in substantially said form. The Mayor is hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in the Mayor's opinion determine to be required, said execution being conclusive evidence of such approval. In compliance with the Refinancing Act, the Mayor is hereby authorized and directed to appoint U. S. Bank National Association, Brandon, Mississippi, to serve as escrow agent (the "**Escrow Agent**") under the Escrow Agreement. A portion of the proceeds of the Bonds held by the Escrow Agent shall be invested only as provided for by the Escrow Agreement and the Refinancing Act.

The City hereby authorizes the Escrow Agent to make the initial application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities – State and Local Government Series (the "**SLGS**") in connection with the investment requirements under the terms and conditions of the Escrow Agreement. In the event the purchase of SLGS is unavailable or the purchase of open market securities 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 or the Clerk to execute any documents necessary and related to the purchase of open market securities, including (a) the

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engagement of Raymond James & Associates, Inc., any affiliate thereof, or other agent, to act for and on behalf of the City, if necessary, as escrow bidding agent for the open market escrow securities required by the Escrow Agreement, (b) the Mayor and/or City Clerk to provide approval of any award in connection with obtaining open market escrow securities, and (c) any other actions required to obtain market escrow securities to complete the refunding of the Refunded 2010 Bonds, including without limitation, the engagement of a verification agent in connection therewith.

SECTION 13. 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 14. Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended (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 Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate each Bond by executing the Paying and Transfer 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 Paying and Transfer 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 said certificate may be executed by the manual or facsimile signature of the Clerk. The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of this resolution and the Bond Purchase 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 Butler Snow, LLP, Ridgeland, Mississippi, as Bond Counsel (the "**Bond Counsel**"). Prior to or simultaneously with the delivery by the Paying and Transfer Agent of any of the Bonds, the City shall file with the Paying and Transfer 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 Paying and Transfer Agent, signed by the Mayor and/or the Clerk, to authenticate and deliver the Bonds to or on behalf of the Underwriter. The Paying and Transfer Agent is authorized and directed to authenticate the Bonds and deliver them to or on behalf of the Underwriter upon payment of the purchase price of the Bonds to the City in

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accordance with this resolution and the Bond Purchase Agreement or Private Placement Agreement. Certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs of the Bonds, shall be printed and delivered to the Paying and Transfer Agent, and held by the Paying and Transfer Agent until needed for transfer or reissuance, whereupon the Paying and Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Paying and Transfer 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 a record maintained for that purpose. The Clerk shall cause to be imprinted upon each Bond, over their 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 **Exhibit E** hereof.

SECTION 15. The form of the Bonds, the certificate to appear on the Bonds and the Paying and Transfer Agent's Certificate shall be in substantially the form attached hereto as **Exhibit E** and the Mayor be and is hereby authorized and directed to make such changes, insertions and omissions therein as may in the Mayor's opinion be required.

SECTION 16. The Governing Body hereby adopts, pursuant to the authority granted by the 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

"Paying and Transfer 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 and 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 for such issue of Bonds and by Section 8 of this resolution.

The principal of all Bonds shall be payable at the corporate trust office of the Paying and Transfer Agent, and payment of the interest on each Bond shall be made by the Paying and Transfer Agent on each interest payment date to the person appearing on the registration records of the City (hereinafter provided for) 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 such registered owner's 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.

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Bonds, upon surrender thereof at said corporate trust office of the Paying and Transfer Agent with a written instrument of transfer satisfactory to such Paying and Transfer Agent duly executed by the registered owner or such registered owner's 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 Paying and Transfer 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 Paying and Transfer Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Paying and Transfer 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 Paying and Transfer 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 Paying and Transfer Agent for the City, by the registered owner thereof in person or such registered owner's authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or such registered owner's 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 Paying and Transfer 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 Paying and Transfer 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 Paying and Transfer 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 Paying and Transfer Agent. Such certificate of the

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Paying and Transfer 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 Paying and Transfer Agent at its corporate trust office, or the Paying and Transfer Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond and (b) there is delivered to the Paying and Transfer Agent such security and/or indemnity as may be required by it to save harmless the City and the Paying and Transfer Agent, and as otherwise required by law, then, in the absence of notice to the Paying and Transfer 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 Paying and Transfer 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 Paying and Transfer 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 Paying and Transfer 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 Paying and Transfer Agent pursuant to this Section at the request of a holder or owner of a Bond, except upon payment to such Paying and Transfer Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and such Paying and Transfer Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

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

SECTION 17. (a) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Paying and Transfer Agent separate records for the registration and transfer of the Bonds. The Paying and Transfer Agent is hereby appointed registrar for the Bonds, in which the City the Paying and Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(b) The City shall pay or reimburse the Paying and Transfer 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 Paying and Transfer Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying and Transfer 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) A Paying and Transfer Agent may at any time resign and be discharged of its duties and obligations as Paying and Transfer Agent, by giving at least sixty (60) days written notice to the City, and may be removed as Paying and Transfer Agent at any time by resolution of the Governing Body delivered to the Paying and Transfer Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying and Transfer Agent, and shall be transmitted to the Paying and Transfer Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying and Transfer Agent shall become effective until a successor Paying and Transfer Agent has been appointed pursuant to this resolution.

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

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(3) In the event of a change of Paying and Transfer Agents, the predecessor Paying and Transfer Agent shall cease to be custodian of any funds held pursuant to this resolution in connection with its role as such Paying and Transfer Agent, and the successor Paying and Transfer 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 Paying and Transfer Agent shall be fully paid. Every predecessor Paying and Transfer Agent shall deliver to its successor Paying and Transfer Agent all records of account, registration records, lists of holders of the Bonds and all other records, documents and instruments relating to its duties as such Paying and Transfer Agent.

(4) Any successor Paying and Transfer 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 Paying and Transfer Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying and Transfer Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying and Transfer 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 Paying and Transfer Agent from the City to more fully and certainly vest in such successor Paying and Transfer Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying and Transfer 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 Paying and Transfer 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 a Paying and Transfer Agent or successor Paying and Transfer 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 a Paying and Transfer 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 Paying and Transfer 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

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the City or the successor Paying and Transfer Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying and Transfer Agent shall be satisfactory to the City and eligible under the provisions of Section 17(c)(4) hereof.

SECTION 18. 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 or as directed by the Underwriter.

SECTION 19. 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 Paying and Transfer 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 Paying and Transfer 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

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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 20. As authorized by the Act, the Bonds shall be submitted to 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 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 21. (a) The City shall maintain with a qualified depository thereof a fund (the "**2020 Bond Fund**") in its name for the payment of the principal of and interest on the Bonds and the payment of the Paying and Transfer Agents' fees in connection therewith. There shall be deposited into the 2020 Bond Fund as and when received:

- (1) the accrued interest, if any, received upon delivery of the Bonds;
- (2) the avails of any of the ad valorem taxes levied and collected pursuant to Section 5 hereof;
- (3) any income received from investment of monies in the 2020 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 2020 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 2020 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying and Transfer Agent in time to reach said Paying and Transfer Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 22. A portion of the principal proceeds received upon the sale of the Bonds shall be deposited with (a) First Security Bank, the paying agent for the 2008 Bonds (the "**2008 Paying Agent**") and used by the 2008 Paying Agent for the payment of the principal of and interest on the Refunded 2008 Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on the Refunded 2008 Bonds; and (b) the Escrow Agent as provided in the Escrow Agreement. A portion of the proceeds of the Bonds shall be deposited in the Cost of Issuance Account (as defined in the Escrow Agreement) and used by the Escrow Agent to pay all legal fees and expenses including those of Bond Counsel, City Counsel, fees and expenses of Municipal Advisor, Paying and Transfer Agent fees and expenses, premiums, commissions, rating fees, state bond attorney fees and validation costs, and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. The portion of the proceeds of the Bonds shall be deposited in the Escrow Account (as defined in the Escrow Agreement) and used by the

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Escrow Agent for the payment of the principal of and interest on the Refunded 2010 Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on the Refunded 2010 Bonds.

SECTION 23. Either the Mayor or the Clerk is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Escrow Agent to pay on the closing date of the Bonds the costs of issuance of the Bonds; provided, however, the total costs of issuance for the Bonds shall not exceed five percent (5%) of the par amount of the Bonds, which excludes, if applicable, the premium for municipal bond insurance and Underwriter's discount or original issue discount for the sale of the Bonds.

SECTION 24. 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 Mayor, with the advice of the Municipal Advisor, to be in the best interest of the City and that is in compliance with the terms and provisions of the 2008 Bond Resolution, the 2010 Bond Resolution and the Refinancing Act. The City is hereby authorized and directed to notify (a) the 2008 Paying Agent, pursuant to the terms and provisions of the 2008 Bond Resolution, of the refunding of the Refunded 2008 Bonds, and the 2008 Paying Agent is hereby authorized and directed to provide notice of the redemption of the Refunded 2008 Bonds to the holders of such Refunded 2008 Bonds pursuant to the terms and provisions of the 2008 Bond Resolution; and (b) Hancock Whitney Bank, formerly Hancock Bank, as paying agent for the 2010 Bonds (the "**2010 Paying Agent**"), pursuant to the terms and provisions of the 2010 Bond Resolution, of the refunding of the Refunded 2010 Bonds, and the 2010 Paying Agent is hereby authorized and directed to provide notice of the redemption of the Refunded 2010 Bonds to the holders of such Refunded 2010 Bonds pursuant to the terms and provisions of the 2010 Bond Resolution. The form of the notice of redemption for the Refunded 2008 Bonds and the Refunded 2010 Bonds is attached hereto as **Exhibit I**. Either the Mayor or the Clerk is hereby authorized and directed to sign the notice of redemption for the Refunded 2008 Bonds and the Refunded 2010 Bonds and provided the notice of redemption to the 2008 Paying Agent and the 2010 Paying Agent, respectively.

SECTION 25. Upon the recommendation of the Municipal Advisor, the Mayor and/or the Clerk are hereby authorized (but not required) to apply for a commitment for municipal bond insurance or any other form of credit enhancement from an insurance company providing financial guaranty insurance policies or financial institutions providing credit enhancement for bonds such as the Bonds (the "**Credit Provider**"). The Mayor and/or the Clerk are further authorized to execute and deliver commitments for the provision of credit enhancement and any additional documents and certificates, which are required by any Credit Provider to provide such credit enhancement in connection with the issuance of the Bonds. Any changes, insertions and omissions to the documents authorized herein, as may be required by the Credit Provider, in connection with the Bonds are to be approved by the Mayor, the execution of the commitment for said credit enhancement being conclusive evidence of such approval. In anticipation of the provisions of credit enhancement by any Credit Provider, the City hereby approves the references to the Credit Provider and such credit enhancement, and related documents, in the attached documents and the deletion or revision, as applicable, of said references if no credit enhancement is obtained in connection with the Bonds.

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

SECTION 27. Under the 2008 Bond Resolution and the Refinancing Act, upon the issuance of the Bonds, the Refunded 2008 Bonds selected for refunding will be legally and economically defeased.

SECTION 28. Under the 2010 Bond Resolution and the Refinancing Act, upon the issuance of the Bonds, the Refunded 2010 Bonds selected for refunding will be legally and economically defeased.

SECTION 29. Notwithstanding any other provisions of this resolution, it is the intent of the Governing Body that each member of the Governing Body, including the Mayor and the Clerk, are hereby authorized to execute any and all documents, instruments and papers, and any and all acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bonds.

SECTION 30. The Mayor be, and is hereby directed, to take all actions necessary to secure an appropriate rating(s) on the Bonds.

SECTION 31. 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 F**, 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. Further, Butler Snow is hereby authorized to serve as issuer counsel to the City.

SECTION 32. Raymond James & Associates, Inc., Memphis, Tennessee, is hereby selected as Underwriter or 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 G**. The Mayor and Clerk and any other Authorized Officer of the City hereby authorized to execute said G-17 Letter.

SECTION 33. 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 H**. The Mayor and Clerk and any other Authorized Officer of the City are hereby authorized to execute said M/A IRMA Letter.

SECTION 34. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any person or firm or

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corporation other than the City, the holders of the Bonds issued under the provisions of this resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution, and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds issued under the provisions of this resolution.

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

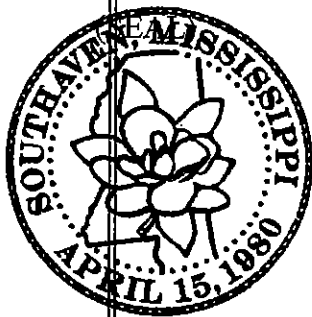
SECTION 36. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision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

SECTION 37. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

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

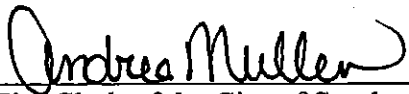
Alderman William Brooks	Voted: YES
Alderman Kristian Kelly	Voted: YES
Alderman Charlie Hoots	Voted: YES
Alderman George Payne	Voted: YES
Alderman Joel Gallagher	Voted: YES
Alderman John David Wheeler	Voted: YES
Alderman Raymond Flores	Voted: YES

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 18th day of February, 2020.




Mayor of the City of Southaven, Mississippi

Minutes, City of Southaven, Southaven, Mississippi


City Clerk of the City of Southaven,
Mississippi

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A

BOND PURCHASE AGREEMENT

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BOND PURCHASE AGREEMENT

\$ _____,000
CITY OF SOUTHAVEN, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020

Dated: _____, 2020

Mayor and Board of Aldermen
City of Southaven, Mississippi

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc., Memphis, Tennessee (the "Underwriter"), acting on its own behalf and not as agent or fiduciary for you, hereby offers to enter into this agreement (the "Bond Purchase Agreement") with City of Southaven, Mississippi (the "Issuer" or "City"), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p. m., Central Standard Time on this date.

1. **Purchase Price.** Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned \$ _____,000 General Obligation Refunding Bonds, Series 2020 of the Issuer (the "Bonds") pursuant to a resolution adopted by the Mayor and Board of Aldermen of the Issuer (the "Governing Authority") on February 18, 2020 (the "Bond Resolution") authorizing and approving the issuance and sale of the Bonds and providing the security for the Bonds. All capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Bond Resolution. The purchase price of the Bonds is set forth in **SCHEDULE I** hereto. Such purchase price shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Bonds are to be issued by the Issuer, acting through the Governing Authority, under and pursuant to the Bond Resolution. The Bonds are issued pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and other constitutional and statutory authority (the "Act").

The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **SCHEDULE II** attached hereto. The Underwriter, acting for and on behalf of the Issuer, will remit a portion of the proceeds of the Bonds directly to (a) First Security Bank, Batesville, Mississippi, as paying agent for the \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (the "2008 Bonds") (the "2008 Paying Agent") pursuant to the Bond Resolution to effectuate the defeasance and current refunding of the Refunded 2008 Bonds and the redemption of the Callable 2008 Bonds, all as set forth in **SCHEDULE III** attached hereto and which are described in the Bond Resolution and the Preliminary Official Statement, as hereinafter defined, and (b) U.

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S. Bank National Association, Brandon, Mississippi (the "**Escrow Agent**") pursuant to that Escrow Agreement, dated _____, 2020, by and between the City and the Escrow Agent, for (1) deposit in the Escrow Fund (as defined in the Escrow Agreement), which amount, together with investment income thereon, will be sufficient to effectuate the defeasance and current refunding of the Refunded 2010 Bonds and the redemption of the Callable 2010 Bonds, all as set forth in **SCHEDULE III** attached hereto and which are described in the Bond Resolution and the Preliminary Official Statement, as hereinafter defined, and (2) for deposit in the 2020 Costs of Issuance Account established under the Escrow Agreement and Bond Resolution to pay the costs of issuance of the Bonds. The Escrow Agent will remit funds held in the Escrow Fund to Hancock Whitney Bank, Jackson, Mississippi, as escrow agent for the \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (the "**2010 Bonds**") (the "**2010 Paying Agent**") which amount, together with investment income thereon, will be sufficient to effectuate the defeasance and current refunding of the Refunded 2010 Bonds and the redemption of the Callable 2010 Bonds, all as set forth in **SCHEDULE III** attached hereto and which are described in the Bond Resolution and the Preliminary Official Statement.

2. **Public Offering.**

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at the Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **SCHEDULE IV**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Butler Snow LLP, as Bond Counsel ("**Bond Counsel**"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor (as hereinafter defined) and any notice or report to be provided to the City may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in **SCHEDULE IV** hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") 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 City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds 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 Exhibit A

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hereto, except as otherwise set forth therein. SCHEDULE IV also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City 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 Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than 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 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Bonds 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 Bonds 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 Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds 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 City 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 Bonds 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 Bonds 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 City 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 Bonds.

(e) The Underwriter acknowledges that sales of any Bonds 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:

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(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 City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds 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 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),

(iii) a purchaser of any of the Bonds 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.

3. **Representative.** Lindsey Rea, Managing Director, is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

4. **Official Statement.** The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement, dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Authority. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Bond Counsel to the Issuer, such amendment or supplementation is required.

You hereby ratify and approve the lawful use of the Preliminary Official Statement, dated February _ 2020, relating to the Bonds (the "**Preliminary Official Statement**"), by the Underwriter prior to the date hereof, and authorize and approve the Official Statement and other pertinent documents referred to in Section 7 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of its Preliminary Official Statement. As of its date, the Preliminary Official Statement is deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The Issuer agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the

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Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended from time to time.

5. Representations of the Issuer.

(a) The Issuer has duly authorized all necessary action to be taken by it for: (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Resolution;

(b) The information relating to the Issuer contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading;

(c) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Resolution or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;

(d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Constitution or laws of the State of Mississippi (the "State"), or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing will be, bound;

(e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Resolution, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky

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laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;

(f) The Issuer agrees to cooperate with the Underwriter and its counsel, if any, in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States of America (the "United States") as the Underwriter may reasonably request, provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications; and

(g) The Issuer is an "obligated person" within the meaning of Rule 15c2-12(f)(b) shall have duly authorized, executed and delivered a continuing disclosure certificate that complies with the provisions of Rule 15c2-12(b)(5).

6. **Delivery of, and Payment for, the Series 2020 Bonds.** At 10:00 o'clock a. m., Central Standard Time, on or about _____, 2020, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to U. S. Bank National Association, Brandon, Mississippi, as Paying Agent (in such capacity, the "Paying Agent"), one bond for each separate maturity (whether serially or by term) of the Bonds in typewritten form, duly executed, authenticated and issued in the name of "Cede & Co.," the nominee name of The Depository Trust Company (the "Securities Depository"), together with the other documents hereinafter mentioned and, if applicable, any other moneys required by the Bond Resolution to be provided by the Issuer to refund the Refunded 2008 Bonds and the Refunded 2010 Bonds and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds at the office of the 2008 Paying Agent, for the account of the Issuer and the Escrow Agent, for the account of the Issuer. Such payment and delivery is herein called the "Closing."

7. **Certain Conditions to Underwriter's Obligations.** The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

(a) At the time of Closing, (i) the Bond Resolution shall have been adopted and delivered in the form approved by the Underwriter and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the Bonds shall have been validated by the Chancery Court of DeSoto County, Mississippi, (iii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement and the Bond Resolution, and (iv) there shall have been duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Underwriter shall have received each of the following:

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(A) The approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the Bonds and the excludability of the interest on the Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in a form satisfactory to the Underwriter, and a letter from 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 it;

(B) A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Underwriter in a form satisfactory to the Underwriter;

(C) An opinion of counsel to the Issuer, dated the date of the Closing, addressed to the Issuer and the Underwriter in a form satisfactory to the Underwriter;

(D) Certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Underwriter;

(E) The Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

(F) A specimen of the Bonds;

(G) Certified copies of the Bond Resolution and all other resolutions of the Issuer and the Decree of Validation relating to the issuance and/or sale of the Bonds, as applicable;

(H) A certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(I) An executed continuing disclosure certificate as described in Paragraph 5 (g);

(J) Copy of the rating letter from Standard & Poor's Ratings confirming a rating of _____ for the Bonds;

(K) Certificate of as to the 2% net present value savings pursuant to the Act;

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(L) Copy of the Issuer's Blanket Issuer Letter of Representations; and

(M) Other certificates of the Issuer listed on a closing memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b) (A) and (B) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

8. **Conditions to Obligations of the Issuer.** The obligations of the Issuer hereunder to deliver the Bonds shall be subject to receipt of the opinions of Bond Counsel described in Sections 7(b)(A) and 7(b)(B) hereof.

9. **Termination.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds if (i) between the date hereof and the Closing, legislation shall be enacted or favorably reported for passage to either house of the United States Congress by any committee of such house to which such legislation has been referred for consideration, a decision by a court of the United States or the United States tax court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the sole opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, or (ii) there shall exist any event which in the Underwriter's sole judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the sole judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, or (v) a general banking moratorium shall have been declared by either federal,

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Mississippi, Tennessee or New York authorities, or (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, or (vii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Resolution, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, or (viii) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (ix) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the sole judgment of the Underwriter, the market for the Bonds is materially affected thereby.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated or canceled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

10. **Additional Covenants.** The Issuer covenants and agrees with the Underwriter as follows:

(a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request; and

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, its Bond Counsel or the Underwriter, a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic

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format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

11. **Survival of Representations.** All representations, agreements and indemnities of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

12. **Payment of Expenses.** If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Preliminary Official Statement and the Official Statement; (ii) the cost of the preparation of book-entry Bonds; (iii) any rating agency fees; (iv) the cost of distribution of the Preliminary Official Statement and the Official Statement; (v) the fees and expenses of Bond Counsel, Issuer's counsel, Underwriter's counsel, the Verification Agent, the Escrow Agent, the Paying Agent and any other experts or consultants retained by the Issuer and the Underwriter and (vi) the cost of any federal funds necessary to pay the purchase price of the Bonds.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds and (b) all other expenses incurred by the Underwriter in connection with their public offering.

13. **Acknowledgement of Role of Underwriter.** The Issuer acknowledges and agrees that (i) the primary role of the Underwriter, as underwriter, is to purchase securities, for the resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is not acting as a municipal advisor, Municipal Advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

14. **Indemnification.** (a) To the extent permitted by applicable State law, the Issuer agrees to indemnify and hold harmless the Underwriter, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act") or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"))

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the Underwriter, and their directors, officers, agents, attorneys and employees, against any and all losses, claims, damages, liabilities and expenses to which the Underwriter may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof), arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), or (ii) any statement or information in the Preliminary Official Statement or in the Official Statement that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any statement or information in the Preliminary Official Statement or the Official Statement (other than in the section describing DTC and its book-entry-only procedures, the section captioned "UNDERWRITING" and the sections captioned "TAX EXEMPTION," "TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT" and "TAX TREATMENT OF ORIGINAL ISSUE PREMIUM") which is necessary in order to make the statements therein not misleading.

(b) The Underwriter, jointly and severally, will indemnify and hold harmless the Issuer, each of its members, directors, officers and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to the statements under the caption "UNDERWRITING" in the Preliminary Official Statement and the Official Statement.

(c) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party, as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action; but the omission to so notify the indemnifying party (i) shall not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any indemnified party otherwise than under paragraph (a) or (b) above. The indemnifying party shall assume the defense thereof, including the retention of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of which events, such legal or other expenses shall be borne by the indemnifying party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any action with or without written consent of

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the indemnifying party, the indemnifying party agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement must include an unconditional release of each indemnified party from all liability arising out of such action.

(d) If the indemnification provided for above is unenforceable, or is unavailable to an indemnifying party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriter, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriter, on the other, from the sale of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriter, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds of sale of the Bonds paid to the Issuer pursuant to this Bond Purchase Agreement (before deducting expenses) bear to the underwriting discount or commission received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this paragraph. The amount paid or payable by any person as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriter shall not be required to contribute an amount in excess of the amount of the underwriting discount or commission applicable to the purchase of the Securities. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

15. **Notices.** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to

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Raymond James & Associates, Inc., 50 N Front Street, 16th Floor, Memphis, Tennessee 38103,
ATTN: Public Finance Department.

16. **Parties.** This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

17. **Governing Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

18. **General.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

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Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

Lindsey Rea, Managing Director

Accepted and agreed to as of
the date first above written:

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Mayor

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SCHEDULE I
To Bond Purchase Agreement
Dated _____, 2020

PURCHASE PRICE	
Par Amount of Bonds	\$,000.00
Plus: Net Original Issue Premium	
Less: Underwriter's Discount	
Total Purchase Price	\$

SCHEDULE II
To Bond Purchase Agreement
Dated _____, 2020

[illegible]

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SCHEDULE III

SCHEDULE OF REFUNDED 2009 BONDS

\$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008

Maturity Date ¹	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
July 1, 2021	3.625%	\$215,000	April 1, 2020	100%
July 1, 2022	3.700	225,000	April 1, 2020	100
July 1, 2023	3.700	235,000	April 1, 2020	100
July 1, 2024	3.700	250,000	April 1, 2020	100
July 1, 2025	3.750	260,000	April 1, 2020	100
July 1, 2026	3.750	270,000	April 1, 2020	100
July 1, 2027	3.750	285,000	April 1, 2020	100
July 1, 2028	3.750	300,000	April 1, 2020	100
Total:		<u>\$2,040,000</u>		

Interest Payment Dates are January 1 and July 1 of each year.

Principal of Refunded 2008 Bonds maturing July 1 in years 2021 through 2028, both inclusive, are to be optionally redeemed on April 1, 2020, at par.

\$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010

Maturity Date ²	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
November 1, 2021	3.000%	\$250,000	May 1, 2020	100%
November 1, 2022	3.100	260,000	May 1, 2020	100
November 1, 2023	3.200	265,000	May 1, 2020	100
November 1, 2024	3.300	275,000	May 1, 2020	100
Total:		<u>1,050,000</u>		

Interest Payment Dates are May 1 and November 1 of each year.

Principal of Refunded 2010 Bonds maturing November 1 in years 2021 through 2024, both inclusive, are to be optionally redeemed on May 1, 2020, at par.

¹ Preliminary, subject to change.

² Preliminary, subject to change.

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SCHEDULE IV

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 City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2020 (the "**Bonds**") based on information available to Raymond James. Defined Terms shall have the meaning set forth in Section 4 below.

1. *Sale of the General Rule Maturities.* As of the date of this Issue Price Certificate (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, 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 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. *Yield and Weighted Average Maturity of the Bonds*

(a) Raymond James has calculated the yield on the Bonds to be _____%.

(b) Raymond James has calculated the weighted average maturity of the Bonds to be _____ years.

4. *Defined Terms.*

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

EXHIBIT D-2

Minutes, City of Southaven, Southaven, Mississippi

(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 (_____, 2020), or (ii) the date on which Raymond James has sold at least 10% of 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 City of Southaven, Mississippi.

(e) *Maturity* means the 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 _____, 2020.

(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).

5. **Representations.** 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 with respect to certain of the representations set forth in the Tax Compliance and No Arbitrage Certificate 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-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Raymond James notes, however, that it is not an accountant or actuary and is not engaged in the practice of law. Accordingly, while Raymond James believes the calculations described in Section 3 above to be correct, it does not warrant their validity for purposes of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, or make any representation

Minutes, City of Southaven, Southaven, Mississippi

as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Raymond James & Associates, Inc.

By: _____

Title: _____

Dated: _____, 2020

EXHIBIT D-4

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

Hold the Price Maturities				
MATURITY ()	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	REOFFERING PRICE
General Rule Maturities				
MATURITY ()	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	REOFFERING PRICE

Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

PRIVATE PLACEMENT AGREEMENT

Minutes, City of Southaven, Southaven, Mississippi

PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT** dated _____, 2020 (this **Placement Agreement**"), is by and between the **CITY OF SOUTHAVEN, MISSISSIPPI** (the **City**"), a body politic existing under the Constitution and laws of the State of Mississippi and, **RAYMOND JAMES & ASSOCIATES, INC.**, Memphis, Tennessee (the **Placement Agent**").

WITNESSETH:

WHEREAS, the Mayor and Board of Aldermen, acting for and on behalf of the City, has authorized the issuance of the City's General Obligation Refunding Bonds, Series 2020, in the aggregate principal amount of \$____,000 (the **"Bonds"**), pursuant to the provisions of a Bond Resolution, adopted on February 18, 2020 (the **"Bond Resolution"**); and

WHEREAS, the proceeds of the Bonds will be used to provide funds for the current refunding and defeasance of a portion of the outstanding (a) \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (the **"2008 Bonds"**) and (b) \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (the **"2010 Bonds"**), as described in Schedule I hereto; and

WHEREAS, the Bonds are more fully described in the Bond Resolution and in Schedule II attached hereto; and

WHEREAS, the City has employed the Placement Agent to act as its agent in connection with the private placement of the Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution.

Section 2. Appointment of Placement Agent. Pursuant to the Bond Resolution and this Placement Agreement, the City hereby appoints the Placement Agent as exclusive placement agent with respect to the Bonds, and the Placement Agent and the Purchaser hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Placement of the Bonds. The Placement Agent hereby agrees, as the agent of the City, to place the Bonds with _____ (the **"Purchaser"**) pursuant to the terms set forth in the Purchaser's Commitment to Finance, attached hereto as Schedule III. The Purchaser is to purchase the Bonds at a price as set forth in Schedule IV (the **"Purchase Price"**). It is understood that the purchase of the Bonds by the Purchaser is subject to (a) receipt by the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi (**"Bond Counsel"**) to the effect that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the

Minutes, City of Southaven, Southaven, Mississippi

taxable property within the geographical limits of the City, as set forth in the Bond Resolution, and to the effect that the interest on the Bonds is exempt from federal and State of Mississippi income taxes under existing laws, regulations, rulings and judicial decisions; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Purchaser evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds; and (c) satisfaction of other conditions specified in the Bond Resolution. The Purchaser shall be required to deposit the Purchase Price with the City on or before _____, 2020 (the "**Closing Date**"), as set forth in Schedule IV attached hereto. Subject to the purchase of the Bonds by the Purchaser, the City will pay \$____.00 from the proceeds of the Bonds or from other funds of the City to the Placement Agent for its Placement Agent Fee (the "**Placement Agent Fee**") on or after the Closing Date. The Bonds will be placed on the Closing Date with the Purchaser in accordance with the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Tax Exemption. Bond Counsel will deliver an opinion to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions.

Section 5. Payment to the City. The Placement Agent agrees that it will, on the Closing Date, cause the Purchaser to transfer to the City, the Purchase Price in immediately available funds. If the Purchaser does not transfer to the City the Purchase Price of the Bonds to be purchased by it or otherwise refuses to purchase the Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchaser for the Bonds on the terms set forth in Section 3.

Section 6. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bonds in the event the Purchaser fails to pay the Purchase Price of the Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Bonds.

Section 7. Fees and Expenses. The Placement Agent Fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Bonds which are to be paid from the balance of the proceeds of the Bonds not utilized for the advance refunding of the Prior Indebtedness or from other funds of the City.

Section 8. Obligations of Placement Agent. The City acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the Placement Agent's obligations under this Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The City acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor or fiduciary to the City, and that this Placement Agreement is not intended to confer

Minutes, City of Southaven, Southaven, Mississippi

rights or benefits on any member, affiliate, shareholder or creditor of the City or any other person or entity or to provide the City or any other person with any assurances that the transaction will be consummated.

The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The City acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the City and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Placement Agent has to the City with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 9. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 10. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 11. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

Section 12. Investor Letter. The Purchaser shall execute an Investor Letter in substance and in force satisfactory to the City and the Placement Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

**RAYMOND JAMES & ASSOCIATES,
INC., as Placement Agent**

By: _____

Title: _____

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

Approved and Acknowledged:

By: _____

Title _____



Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE I

REFUNDED BONDS

\$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008

Maturity Date ¹	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
July 1, 2021	3.625%	\$215,000	April 1, 2020	100%
July 1, 2022	3.700	225,000	April 1, 2020	100
July 1, 2023	3.700	235,000	April 1, 2020	100
July 1, 2024	3.700	250,000	April 1, 2020	100
July 1, 2025	3.750	260,000	April 1, 2020	100
July 1, 2026	3.750	270,000	April 1, 2020	100
July 1, 2027	3.750	285,000	April 1, 2020	100
July 1, 2028	3.750	300,000	April 1, 2020	100
Total:		<u>\$2,040,000</u>		

\$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010

Maturity Date ²	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
November 1, 2021	3.000%	\$250,000	May 1, 2020	100%
November 1, 2022	3.100	260,000	May 1, 2020	100
November 1, 2023	3.200	265,000	May 1, 2020	100
November 1, 2024	3.300	275,000	May 1, 2020	100
Total:		<u>1,050,000</u>		

¹ Preliminary, subject to change.

² Preliminary, subject to change.

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SCHEDULE II

MATURITY SCHEDULE³

Maturity (_____ 1)	Principal Amount	Interest Rate	Yield	Price
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REDEMPTION PROVISIONS

[Optional Redemption. 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.

Notice. 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.]

³ Preliminary, subject to change.

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SCHEDULE III COMMITMENT TO FINANCE

S-III

Minutes, City of Southaven, Southaven, Mississippi

SCHEDULE IV
PURCHASE PRICE

Par Amount of Bonds	<u>\$,000.00</u>
PURCHASE PRICE DUE TO CITY:	<u>\$,000.00</u>

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT C

PRELIMINARY OFFICIAL STATEMENT

Minutes, City of Southaven, Southaven, Mississippi

PRELIMINARY OFFICIAL STATEMENT

Dated February __, 2020

ONE NEW ISSUE/BOOK-ENTRY-ONLY

UNDERLYING RATING – Standard & Poor's: "AA-"
(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 of the City, as defined described herein, interest on the Series 2020 Bonds (as defined below) is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein) and interest on the Series 2020 Bonds is excludable from alternative minimum taxable income as defined in Section 55(b)(2) of the Code. Such excludability is conditioned on continuing compliance with certain tax covenants of the City. In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2020 Bonds is exempt from all income taxation in the State of Mississippi. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2020 Bonds.

\$ __,000*

CITY OF SOUTHAVEN GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020

Dated: Date of Delivery

Due: __ 1 as shown on the inside front cover

Interest on the \$ __,000* City of Southaven General Obligation Refunding Bonds, Series 2020 (the "Series 2020 Bonds") will be payable on __ 1 and __ 1 of each year, commencing __ 1, 20 __. The Mayor and the Board of Aldermen of City of Southaven (the "City") has designated U. S. Bank National Association, Brandon, Mississippi, to serve as paying agent, transfer agent and registrar of the Series 2020 Bonds (in such capacity, the "Paving Agent").

The Series 2020 Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2020 Bonds under a book-entry-only system, as described herein. So long as the Series 2020 Bonds are held in book-entry form, Beneficial Owners (as hereafter defined) of Series 2020 Bonds will not receive physical delivery of bond certificates.

The principal of, and interest on, the Series 2020 Bonds will be payable by the Paying Agent to DTC, which will in turn remit such principal and interest to its Direct Participants (as hereafter defined) and Indirect Participants (as hereafter defined), which will in turn remit such principal, and interest to the Beneficial Owners of the Series 2020 Bonds. If the date for payment is not a business day, then the payment shall be made on the next succeeding business day with the same force and effect as if made on the payment date. See "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry-Only System" herein.

The Series 2020 Bonds are subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2020 BONDS – Redemption Provisions."

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 2020 Bonds are offered subject to the final approving opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the City by its counsel, Butler Snow LLP, Southaven, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the Independent Registered Municipal Advisor to the City in connection with the sale and issuance of the Series 2020 Bonds. It is expected that the Series 2020 Bonds will be available for delivery in definitive form on or about March 25, 2020.*

RAYMOND JAMES®

Dated: __, 2020

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. 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. This Preliminary Official Statement is deemed final by the issuer of these securities within the meaning of Rule 15(c)(2)-12 of the Securities Exchange Act of 1934 for

Minutes, City of Southaven, Southaven, Mississippi

\$ __,000*
CITY OF SOUTHAVEN
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2020

MATURITY SCHEDULE*				
Year* (__ 1)	Principal Amount*	Interest Rate	Yield	CUSIP ¹

TERM BONDS

\$ __,000 @ __% due __ 1, 20 __, Priced to Yield @ __%, Cusip No. ____
\$ __,000 @ __% due __ 1, 20 __, Priced to Yield @ __%, Cusip No. ____

* Preliminary, subject to change.

¹ The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2020 Bonds only. The City and the Underwriter shown on the cover hereof do not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2020 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2020 Bonds.

Minutes, City of Southaven, Southaven, Mississippi

CITY OF SOUTHAVEN

MAYOR

Darren Musselwhite

BOARD OF ALDERMEN

William Brooks, *Alderman at Large*

Kristian Kelly, *Ward 1*

Charlie Hoots, *Ward 2*

George Payne, *Ward 3*

Joel Gallagher, *Ward 4*

John David Wheeler, *Ward 5*

Raymond Flores, *Ward 6*

CITY CLERK

Andrea Mullen

COUNSEL TO CITY

Butler Snow LLP

Southaven, Mississippi

MUNICIPAL ADVISOR TO CITY

Government Consultants, Inc.

Madison, Mississippi

BOND COUNSEL

Butler Snow LLP

Ridgeland, Mississippi

Minutes, City of Southaven, Southaven, Mississippi

OFFICIAL STATEMENT

THE OFFERING

\$ __,000*

CITY OF SOUTHAVEN GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020

The Issuer	City of Southaven (the " <u>City</u> ").
Issue and Date	\$ __,000* City of Southaven General Obligation Refunding Bonds, Series 2020, dated the date of their delivery (the " <u>Series 2020 Bonds</u> ").
Authority	Sections 31-27-1 <i>et seq.</i> , Mississippi Code of 1972, as amended and supplemented from time to time (the " <u>Act</u> ").
Use of Proceeds	The Series 2020 Bonds are being issued under the Act for the purpose of (a) currently refunding and defeasing a portion of the \$4,000,000 City of Southaven General Obligation Bonds, Series 2008 dated July 1, 2008, (b) currently refunding and defeasing a portion of the \$3,225,000 City of Southaven General Obligation Refunding Bonds, Series 2010 dated November 30, 2010, and (c) paying the costs incident to the sale and issuance of the Series 2020 Bonds, as authorized by the Act (see "PLAN OF REFUNDING," herein).
Amounts and Maturities	The Series 2020 Bonds will mature on ____ 1 in the years and amounts as set forth on the inside cover page hereof.
Interest Payment Dates	____ 1 and ____ 1 of each year, commencing ____ 1, 20__.
Redemption Provisions	The Series 2020 Bonds will be subject to optional redemption prior to their stated dates of maturity. The Series 2020 Bonds may be subject to mandatory sinking fund redemption (see "DESCRIPTION OF THE SERIES 2020 BONDS - Redemption Provisions," herein).
Security for Payment	Pursuant to the Act, the Series 2020 Bonds shall be general obligations of the City and shall be secured by a pledge of the full faith, credit and resources of the (see "DESCRIPTION OF THE SERIES 2020 BONDS - Security", herein).
Tax Matters	In the opinion of Bond Counsel, assuming compliance by the City with certain tax covenants, interest on the Series 2020 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions. Interest on the Series 2020 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2020 Bonds. Bond Counsel is further of the opinion that under and pursuant to the Act, the Series 2020 Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

The above information is qualified in its entirety by the detailed information concerning the Series 2020 Bonds, the City and the financial information appearing elsewhere in this Official Statement, including the Appendices.

* Preliminary, subject to change.

Minutes, City of Southaven, Southaven, Mississippi

NO DEALER, BROKER, SALES REPRESENTATIVE OR OTHER PERSON HAS BEEN AUTHORIZED BY CITY OF SOUTHAVEN (THE "CITY") TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED HEREIN AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CITY. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE SERIES 2020 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH AN OFFER, SOLICITATION OR SALE. 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 CITY SINCE THE DATE HEREOF.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE CITY, DTC AND FROM OTHER SOURCES WHICH ARE BELIEVED RELIABLE, BUT SUCH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY THE UNDERWRITER SHOWN ON THE COVER HEREOF OR THE CITY. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE OF THE SERIES 2020 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE SINCE THE DATE HEREOF IN THE MATTERS WHICH ARE MATERIAL TO THE FULL AND PUNCTUAL PAYMENT OF DEBT SERVICE ON THE SERIES 2020 BONDS.

UPON ISSUANCE, THE SERIES 2020 BONDS WILL NOT BE REGISTERED BY THE CITY UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE CITY (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2020 BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE CITY AND THE PURCHASERS OR HOLDERS OF THE SERIES 2020 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 THE OFFERING OF THE SERIES 2020 BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT MAY STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2020 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 2020 BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE INSIDE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS.

THIS OFFICIAL STATEMENT CONTAINS FORECASTS, PROJECTIONS AND ESTIMATES THAT ARE BASED ON EXPECTATIONS AND ASSUMPTIONS WHICH EXISTED AT THE TIME SUCH FORECASTS, PROJECTIONS AND ESTIMATES WERE PREPARED. IN LIGHT OF THE IMPORTANT FACTORS THAT MAY MATERIALLY AFFECT ECONOMIC CONDITIONS OF THE STATE, THE UNITED STATES OF AMERICA, AND THE CITY THE INCLUSION IN THIS OFFICIAL STATEMENT OF SUCH FORECASTS, PROJECTIONS AND ESTIMATES SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE CITY OR THE UNDERWRITER THAT SUCH

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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 CITY. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT. THE CITY 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 CITY'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 2020 BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

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

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OFFICIAL STATEMENT

\$____,000*
CITY OF SOUTHAVEN
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2020

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, inside cover pages and the Appendices hereto, is to set forth certain information concerning City of Southaven (the "City") and the City's \$____,000* General Obligation Refunding Bonds, Series 2020 (the "Series 2020 Bonds").

Reference is made to the Act (as hereafter defined), the Resolution (as hereafter defined) and any and all modifications and amendments thereof for a description of the nature and extent of the security of the Series 2020 Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Series 2020 Bonds, the nature and extent of said pledge and the terms and conditions under which the Series 2020 Bonds are issued.

DESCRIPTION OF THE SERIES 2020 BONDS

The Series 2020 Bonds are being issued pursuant to the provisions of Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), and a resolution adopted by the Mayor and the Board of Aldermen (the "Mayor and the Board of Aldermen") of the City on February 18, 2020 (the "Resolution"). The Series 2020 Bonds are being issued for the purpose of (a) currently refunding and defeasing a portion of the \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (collectively, the "2008 Bonds"), (b) currently refunding and defeasing a portion of the \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (collectively, the "2010 Bonds") and (c) paying the costs incident to the sale and issuance of the Series 2020 Bonds, as authorized by the Act (see "PLAN OF REFUNDING," herein).

The Series 2020 Bonds will be general obligations of the City and the full faith, credit and resources of the City are pledged to secure the payment of the principal of and interest on the Series 2020 Bonds. (See "DESCRIPTION OF THE SERIES 2020 BONDS - Security" herein).

The Series 2020 Bonds will be dated the date of their delivery and will be issued as fully registered bonds in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof, bearing interest at the rates per annum set forth on the inside cover page hereof, payable on ____ 1 and ____ 1 of each year, commencing on ____ 1, 20___. The City has designated U. S. Bank National Association, Brandon, Mississippi, to serve as paying agent, transfer agent and registrar of the Series 2020 Bonds (in such capacity, the "Paying Agent"). Interest will be payable by check or draft of the Paying Agent made payable to the registered owners of the Series 2020 Bonds named in, and mailed to the addresses appearing on, the registration records of the City kept and maintained by the Paying 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.

The Series 2020 Bonds will mature on ____ 1 in the years and in the amounts set forth on the inside cover page hereof.

The Series 2020 Bonds will initially be held in a book-entry-only system administered by The Depository Trust Company, New York, New York ("DTC"). Principal of and interest on the Series 2020 Bonds held in book-entry form shall be payable as described herein under the heading "DESCRIPTION OF THE SERIES 2020 BONDS - Book-Entry-Only System."

As long as the Series 2020 Bonds are held in a book-entry-only system, the principal of and interest on, the Series 2020 Bonds will be payable by the Paying Agent to DTC, which will in turn remit such principal and interest to its Direct Participants and Indirect Participants, as described herein, which will in turn remit such principal and interest

* Preliminary, subject to change.

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to the Beneficial Owners, as described herein, of the Series 2020 Bonds. If the date for payment is not a business day, then the payment shall be made on the next succeeding business day with the same force and effect as if made on the payment date.

Redemption Provisions

Optional Redemption. The Series 2020 Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after _____, 20____, are subject to redemption in whole or in part, in principal amounts and maturities selected by the City on any date on or after _____, 20____, at par, plus accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2020 Bonds maturing ____ 1, 20____, are subject to mandatory sinking fund redemption, in part, by lot, on ____ 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$ _____	
Term Bond Maturing ____ 1, 20____	
Year	Principal Amount

*

* Final Maturity

Notice. Notice of such call for redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all registered owners of the Series 2020 Bonds to be redeemed at their addresses on the registration records of the City maintained by the Paying Agent.

Ownership

The City, the Paying Agent, and any other person may treat the person in whose name any Series 2020 Bond is registered as the absolute owner of such Series 2020 Bond for the purpose of making payment of the principal thereof and premium, if any, thereon, and for the further purpose of making payment of the interest thereon, and for all other purposes, whether or not such Series 2020 Bond is overdue. Neither the City nor the Paying Agent shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the owner of any Series 2020 Bond in accordance with the Resolution shall be valid and effective and shall discharge the liability of the City and the Paying Agent for such Series 2020 Bond to the extent of the sums paid.

Registration

For so long as DTC acts as securities depository for the Series 2020 Bonds, the registration and transfer of ownership interests in Series 2020 Bonds shall be accomplished by book entries made by DTC and the Direct Participants and, where appropriate, the Indirect Participants, as described herein under the heading "DESCRIPTION OF THE SERIES 2020 BONDS - Book-Entry-Only System."

Book-Entry-Only System

The City has determined that it will be beneficial to have the Series 2020 Bonds held by a central depository system and to have transfers of the Series 2020 Bonds affected by book-entry on the records of DTC as such central depository system. Unless and until the book-entry-only system has been discontinued, the Series 2020 Bonds will be available only in book-entry form in principal amounts of \$5,000 or any integral multiple thereof. DTC will initially act as securities depository for the Series 2020 Bonds. The Series 2020 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's nominee). One fully-registered Series 2020 Bond will be issued for each maturity of the Series 2020 Bonds and will be deposited with or as otherwise directed by DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York banking law, a "banking organization" within the meaning of the New York banking law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC

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

Purchases of Series 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2020 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2020 Bond (a "**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2020 Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2020 Bonds, except in the event that use of the book-entry system for the Series 2020 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2020 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 2020 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 2020 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2020 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 Series 2020 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2020 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2020 Bond documents. For example, Beneficial Owners of Series 2020 Bonds may wish to ascertain that the nominee holding the Series 2020 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices are to be sent to DTC. If less than all of the Series 2020 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2020 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Paying Agent as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on the Series 2020 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the City or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by

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Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of 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 2020 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2020 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2020 Bonds in definitive form will be printed and delivered.

THE CITY AND THE UNDERWRITER (AS DEFINED HEREIN) CANNOT AND DO NOT GIVE ANY ASSURANCE THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2020 BONDS (a) PAYMENTS OF PRINCIPAL OR INTEREST ON THE SERIES 2020 BONDS; (b) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2020 BONDS; OR (c) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNER OF THE SERIES 2020 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 SEC AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

THE CITY AND THE UNDERWRITER WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (a) THE SERIES 2020 BONDS; (b) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (c) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF AND INTEREST ON THE SERIES 2020 BONDS; (d) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTIONS TO BE GIVEN TO HOLDERS OF THE SERIES 2020 BONDS; OR (e) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER OF THE SERIES 2020 BONDS.

Security

The Series 2020 Bonds will be general obligations of the City. Pursuant to the terms of the Resolution, the full faith, credit and resources of the City are irrevocably pledged to secure the payment of the principal of and interest on the Series 2020 Bonds, which are payable out of and secured by the avails of a direct and continuing ad valorem tax to be levied annually without limitation as to rate or amount upon all taxable property within the geographical limits of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of principal of and interest on the Series 2020 Bonds as the same falls due.

The City's 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 monies to the 2020 Bond Fund for the Series 2020 Bonds or has made other provisions for funds to be applied toward the payment of the principal of and interest on the Series 2020 Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution.

The qualified electors of the State of Mississippi (the "State") 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.

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The Amendment does not affect the underlying obligation of the City to pay the principal of and interest on the Series 2020 Bonds as they mature and become due nor does the Amendment affect the City's obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect a holder's remedies in the event of a payment default, the Amendment potentially prevents a holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Series 2020 Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to bondholders in the event of a payment default with respect to the Series 2020 Bonds.

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

Bankruptcy

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

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

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

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

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PLAN OF REFUNDING

The Series 2020 Bonds are being issued under and pursuant to the Act and the Resolution for the purpose of (a) currently refunding and defeasing the 2008 Bonds described below (collectively, the "Refunded 2008 Bonds"), and (b) currently refunding and defeasing the 2010 Bonds described below (collectively, the "Refunded 2010 Bonds") and together with the Refunded 2008 Bonds, the "Refunded Bonds") and (c) paying certain costs incident to the sale and issuance of the Series 2020 Bonds.

\$4,000,000 City of Southaven General Obligation Bonds, Series 2008

July 1, 2008

Paying Agent: First Security Bank, Batesville, Mississippi

Maturity Date¹	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
July 1, 2021	3.625%	\$215,000	April 1, 2020	100%
July 1, 2022	3.700	225,000	April 1, 2020	100
July 1, 2023	3.700	235,000	April 1, 2020	100
July 1, 2024	3.700	250,000	April 1, 2020	100
July 1, 2025	3.750	260,000	April 1, 2020	100
July 1, 2026	3.750	270,000	April 1, 2020	100
July 1, 2027	3.750	285,000	April 1, 2020	100
July 1, 2028	3.750	300,000	April 1, 2020	100
Total:		\$2,040,000		

\$3,225,000 City of Southaven General Obligation Refunding Bonds, Series 2010

November 30, 2010

Paying Agent: Hancock Whitney Bank, formerly Hancock Bank, Jackson, Mississippi

Maturity Date²	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
November 1, 2021	3.000%	\$250,000	May 1, 2020	100%
November 1, 2022	3.100	260,000	May 1, 2020	100
November 1, 2023	3.200	265,000	May 1, 2020	100
November 1, 2024	3.300	275,000	May 1, 2020	100
Total:		1,050,000		

In order to effect the current refunding and defeasance of the Refunded Bonds in accordance with the Resolution, a portion of the proceeds of the Series 2020 Bonds will be deposited (a) with First Security Bank, the 2008 Bonds paying agent (the "2008 Paying Agent") and used to defease the Refunded 2008 Bonds on April 1, 2020, and (b) in the Escrow Fund established pursuant to that certain Escrow Agreement by and between the City and U. S. Bank National Association, Brandon, Mississippi, as escrow agent (the "Escrow Agent") (the "Escrow Agreement"). Pursuant to the Escrow Agreement, the Escrow Agent will convey sufficient funds to Hancock Whitney Bank, formerly Hancock Bank, Jackson, Mississippi (the "2010 Paying Agent"), for the payment of the interest due on the Refunded 2010 Bonds on or before May 1, 2020, and the 2010 Paying Agent will use these funds to defease the Refunded 2010 Bonds on May 1, 2020. A portion of the proceeds of the Series 2020 Bonds will be deposited in the 2020 Costs of Issuance Account established under the Resolution and the Escrow Agreement and used to pay the costs incidental to the sale and issuance of the Series 2020 Bonds.

¹ Preliminary, subject to change.

² Preliminary, subject to change.

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EXPECTED APPLICATION OF THE PROCEEDS OF THE SERIES 2020 BONDS

The following is a summary of the expected sources and uses of the Series 2020 Bonds:

SOURCES OF FUNDS

Par Amount of Series 2020 Bonds	\$ _____
Less/Plus Net Original Issue Discount/Premium	_____
Total Sources of Funds	\$ _____

USES OF FUNDS

For deposit to the Escrow Fund	\$ _____
For deposit with the 2008 Paying Agent	_____
For deposit to the Cost of Issuance Account ³	_____
For Underwriter's Discount	_____
Total Uses of Funds	\$ _____

ANNUAL DEBT SERVICE REQUIREMENTS ON THE SERIES 2020 BONDS

Fiscal Year Ending September 30	Principal	Interest	Total
2020	\$ _____	\$ _____	\$ _____
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
TOTAL			

VERIFICATION OF ARITHMETICAL AND MATHEMATICAL COMPUTATIONS

The accuracy of mathematical computations supporting the conclusions (a) that the principal amounts and the interest thereon of the Investment Securities to be deposited in trust with the Escrow Agent (see "PLAN OF REFUNDING" herein) are adequate to provide for the payment when due, of the principal and interest on the Refunded 2010 Bonds, and (b) that the Series 2020 Bonds are not "arbitrage bonds" under Section 148 of the Code will be verified by The Arbitrage Group, Inc., independent certified public accountants. Such verification will be based, in part, upon information supplied to the certified public accountants by the Underwriter.

LITIGATION

The City's counsel has reviewed the status of all pending litigation. While the City is involved in numerous legal proceedings, there are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the registered owners of the Series 2020 Bonds.

³ Costs of Issuance include, but are not limited to, legal fees and expenses, bond insurance premium, Municipal Advisory fees and expenses and rating agency fees.

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It is anticipated that neither the courts nor the Mayor and the Board of Aldermen will act inconsistently with the City's financial ability to pay all outstanding bonded indebtedness and the interest thereon, including the Series 2020 Bonds. It is not anticipated that the ultimate outcome of any or all of the pending litigation will result in obligations exceeding the financial resources of the City, so that in all events it is reasonable to expect that the City will remain in a sufficiently viable financial position to meet all of these obligations, including, but not limited to, the Series 2020 Bonds, provided the same are issued, validated, sold and delivered. To predict with any degree of accuracy the ultimate outcome of such litigation would be conjectural.

MUNICIPAL ADVISOR

The City has retained the firm of Government Consultants, Inc. as Independent Registered Municipal Advisor (the "**Municipal Advisor**") to the City in connection with the issuance of the Series 2020 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Series 2020 Bonds and the time of the sale, market conditions and other factors related to the sale of the Series 2020 Bonds.

Although the Municipal Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from the City's records and from other sources which are believed to be reliable, including financial records of the City and other entities, which records may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the City. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of the same and reference is made to such original sources in all respects.

RATING

Standard & Poor's ("**S&P**") has assigned rating of "AA-". Such ratings reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency.

There is no assurance that present or future ratings will continue for any given period of time or that the rating may not be lowered or withdrawn if in the judgment of S&P circumstances so warrant. Any such downward change in or withdrawal of a rating may have an adverse effect on the secondary market price of the Series 2020 Bonds. Such rating reflects the views of S&P's and is not a recommendation to buy, sell or hold the Series 2020 Bonds.

RECORD OF NO DEFAULT

There is no record of any default on general obligations of the City as to payment of either principal or interest or in any other material respect at any time in at least the past 25 years. No principal or interest on any obligation of the City is currently past due.

NO BOND PROCEEDS FOR CURRENT OPERATING EXPENSES

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

PENSION PLANS

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("**GASB-68**"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at September 30, 2018 was 15.75% of annual covered payroll. On

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June 26, 2018, the PERS Board of Trustees voted to increase the employer contribution rate from 15.75 to 17.40 percent, effective July 1, 2019. The City contributions (employer share only) to PERS for the years ending September 30, 2018, 2017 and 2016 were \$3,440,283, \$3,244,023 and \$3,167,469, respectively, which equaled the required contributions for each year.

At September 30, 2018, the City reported a liability of \$55,910,567 for its proportionate share of the net pension liability. See Note 9 in the City's 2018 Audited Financial Statements included in "APPENDIX B - Financial Information Concerning the City.

UNDERWRITING

Raymond James & Associates, Inc., the underwriter shown on the cover page hereof (the "Underwriter"), has agreed to purchase the Series 2020 Bonds, subject to certain conditions, at a price of \$_____, representing the aggregate principal amount of the Series 2020 Bonds in the amount of \$_____, plus a net original issue premium of \$_____ and less an underwriting discount of \$_____. The obligation of the Underwriter to purchase the Series 2020 Bonds is subject to certain terms and conditions set forth in a Bond Purchase Agreement entered into between the Underwriter and the City. The Series 2020 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices shown on the cover page of this Official Statement, and such initial offering prices may be changed from time to time by the Underwriter.

CONTINUING DISCLOSURE

The City will execute a continuing disclosure agreement (the "Disclosure Certificate") at the time of the closing for the Series 2020 Bonds. The Disclosure Certificate will be executed for the benefit of the beneficial owners of the Series 2020 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 Series 2020 Bonds remain outstanding, the City will provide the following information to the Municipal Securities Rulemaking Board, acting through its Electronic Municipal Market Access ("EMMA") system: (i) annually, certain financial information and operating data; and (ii) timely notice of the occurrence of certain listed events; all as specified in the Disclosure Certificate. The form of the Disclosure Certificate is attached hereto as APPENDIX F.

The City has previously entered into continuing disclosure undertakings with respect to bonds it has issued or for which it is the "obligated person" within the meaning of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"). The City's audited financial statements for fiscal years September 30, 2018, September 30, 2016 and September 30, 2015 were not timely filed as they were unavailable at the time of filing, however, unaudited financial statements for fiscal years September 30, 2018 and September 30, 2015 and Notices of Failure to File audited financial statements for fiscal years September 30, 2018 and September 30, 2015 were timely filed.

Without a determination of materiality, there have been instances in which some tables included in its prior continuing disclosure undertakings were not included in every filing on EMMA and some of the past filings required of the City were not filed under all outstanding CUSIPs. In addition, without a determination of materiality, the City has not filed notices of any rating changes. The City adopted policies and procedures on November 4, 2014 (the "Policy") to 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.

VALIDATION

Prior to issuance, the Series 2020 Bonds will be validated before the Chancery Court of DeSoto County, Mississippi, as provided by Section 31-13-1 *et seq.*, Mississippi Code of 1972, as amended.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters incident to the authorization and issuance of the Series 2020 Bonds are subject to the approval of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), whose approving legal opinion will be available at the time of delivery of the Series 2020 Bonds (see APPENDIX B hereto). Certain legal matters will be passed upon for the City by its counsel, Butler Snow LLP, Southaven, Mississippi.

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No representation is made to the registered owners of the Series 2020 Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Series 2020 Bonds except for the matters set forth in such legal opinion.

TAX MATTERS

General Matters. In the opinion of Butler Snow LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2020 Bonds (including any original issue discount properly allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described above assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Series 2020 Bonds. Failure to comply with such requirements could cause interest on the Series 2020 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2020 Bonds. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2020 Bonds.

The accrual or receipt of interest on the Series 2020 Bonds may otherwise affect the federal income tax liability of the owners of the Series 2020 Bonds. The extent of these other tax consequences will depend on such owners' particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2020 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry federally tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2020 Bonds.

Bond Counsel is also of the opinion that, under existing State statutes, interest on the Series 2020 Bonds is exempt from State income tax. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Series 2020 Bonds under the laws of the State or any other state or jurisdiction.

Original Issue Discount. The Series 2020 Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Discount Bonds**"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as federally tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as

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an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such Discount Bonds for a price that is higher or lower than the "adjusted issue price" of the Discount Bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Original Issue Premium. The Series 2020 Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Premium Bonds**"), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Backup Withholding. As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Series 2020 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2020 Bonds that fail to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2020 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law. From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2020 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2020 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2020 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2020 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2020 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2020 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2020 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2020 BONDS.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the statements will be realized.

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2020 Bonds, the security for the payment of the Series 2020 Bonds and the rights and obligations of the registered owners thereof.

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

References herein to the Act, and all other legislative acts referred to herein are only summaries, excerpts or brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof. Additional information may be obtained upon request from the Municipal Advisor, Government Consultants, Inc., 116 Village Blvd, Madison, Mississippi 39110, telephone: (601) 982.0005.

The execution of this Official Statement has been duly authorized by the Mayor and the Board of Aldermen of the City.

CITY OF SOUTHAVEN

By _____
Mayor

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APPENDIX A
FISCAL YEAR 2019 INFORMATION
CITY OF SOUTHAVEN, MISSISSIPPI

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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. Snowden Grove Park, home to the Snowden Grove Baseball Complex was completed in 2000 and attracts over 200,000 players and over 500,000 spectators to the area each year. It is an award winning, state-of-the-art, 17 baseball field facility that possesses features previously only found at professional stadiums.

Population

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

1990	2000	2010	2018 Estimate
21,434	28,977	48,982	54,944

SOURCE: Census Data information at website: www.census.gov; February 2020.

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
Charlie Hoots	Alderman	March 2018
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

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

Minutes, City of Southaven, Southaven, Mississippi

the City. U.S. Highways 61 and 78 traverse other parts of the County. State Highways 301 and 302 and a number of county roads provide access to outlying areas.

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

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

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

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

Unemployment Statistics of the County

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2014	5.8	5.5	5.3	4.7	5.5	6.1	5.8	5.3	5.3	5.0	4.7	5.0	5.3
2015	5.3	4.9	4.6	4.4	5.2	5.4	5.0	4.5	4.6	4.5	4.4	4.7	4.8
2016	4.6	4.3	4.2	3.9	4.5	5.1	4.4	4.1	4.0	3.9	3.5	3.8	4.2
2017	4.3	3.9	3.8	3.5	4.2	4.7	4.1	3.7	3.5	3.4	3.4	3.5	3.8
2018	3.8	3.8	3.7	3.5	3.9	4.6	4.0	3.6	3.5	3.5	3.4	3.7	3.8
2019	4.1	3.9	3.9	3.9	4.0	4.8	4.8	4.5	4.6	4.2	4.4	--	--

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; February 2020.

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County Employment Statistics

	2014	2015	2016	2017	2018
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	81,500	84,660	87,410	89,310	89,990
II. Unemployed	4,340	4,050	3,670	3,420	3,390
Rate	5.3	4.8	4.2	3.8	3.8
III. Employed	77,160	80,610	83,740	85,890	86,600
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	4,010	4,050	4,350	4,470	4,490
II. Non-manufacturing	50,120	52,560	56,490	58,340	60,450
A. Agriculture, Forestry, Fishing & Hunting	130	110	120	120	120
B. Mining	40	40	30	30	40
C. Utilities	150	160	170	180	170
D. Construction	1,870	2,020	1,980	2,240	2,230
E. Wholesale Trade	3,450	3,500	3,690	3,760	3,310
F. Retail Trade	8,090	8,690	9,870	9,990	10,110
G. Transportation & Warehousing	7,240	7,810	8,970	9,680	10,940
H. Information	250	240	230	240	330
I. Finance & Insurance	920	940	1,020	1,050	1,090
J. Real Estate, Rental & Leasing	440	460	480	510	540
K. Prof., Scientific & Technical Service	910	930	930	980	980
L. Management of Companies & Entertainment	60	80	140	130	250
M. Administrative Support & Waste Management	5,350	5,720	6,160	6,060	6,630
N. Educational Services	290	320	350	380	410
O. Health Care & Social Assistance	5,560	5,560	5,730	5,940	6,090
P. Arts, Entertainment & Recreation	760	750	720	760	800
Q. Accommodation & Food Service	7,110	7,510	7,990	8,220	8,340
R. Other Services (except Public Administration)	940	990	1,090	1,190	1,160
S. Government	6,560	6,730	6,820	6,880	6,910
Education	3,950	4,130	4,200	4,210	4,210
III. Total Nonagricultural Employment	54,130	56,610	60,840	62,810	64,940

SOURCE: Mississippi Department of Employment Security: Annual Averages: Labor Force and Establishment Based Employment 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov; Last revision date of information 5/8/2019. Available as of February 2020.

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Per Capita Income

Year	County	Mississippi	United States	County as Percentage of the United States
2018	40,702	37,834	54,446	75%
2017	39,022	36,375	51,885	75%
2016	38,168	35,613	49,870	77%
2015	36,482	35,022	48,978	74%
2014	35,504	34,545	47,058	75%

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2014-2018 (BEA data last updated November 14, 2019). Information available as of February 2020.

Banking Institutions

Institutions	Total Assets
BancorpSouth ⁴	\$ 19,862,964,000
BankPlus ⁵	2,965,559,000
The Citizens National Bank of Meridian ⁶	1,432,447,000
Community Bank of Mississippi ⁷	3,292,903,000
Planters Bank & Trust Company ⁸	1,090,964,000
First Commercial Bank ⁹	392,531,000
First Security Bank ¹⁰	572,413,000
First Horizon Bank ¹¹	43,532,696,000
FSNB, National Association ¹²	373,022,000
Guaranty Bank and Trust Company ¹³	896,432,000
Regions Bank ¹⁴	127,543,000,000
Renasant Bank ¹⁵	13,020,626,000
SunTrust Bank ¹⁶	221,424,201,000
Sycamore Bank ¹⁷	227,429,000
Trustmark National Bank ¹⁸	13,582,728,000
Wells Fargo Bank, National Association ¹⁹	1,708,548,000,000

⁴ Headquartered in Tupelo, Mississippi.

⁵ Headquartered in Ridgeland, Mississippi.

⁶ Headquartered in Meridian, Mississippi.

⁷ Headquartered in Forrest, Mississippi.

⁸ Headquartered in Indianola, Mississippi.

⁹ Headquartered in Jackson, Mississippi.

¹⁰ Headquartered in Batesville, Mississippi.

¹¹ Headquartered in Memphis, Tennessee.

¹² Headquartered in Lawton, Oklahoma.

¹³ Headquartered in Belzoni, Mississippi.

¹⁴ Headquartered in Birmingham, Alabama.

¹⁵ Headquartered in Tupelo, Mississippi.

¹⁶ Headquartered in Atlanta, Georgia.

¹⁷ Headquartered in Senatobia, Mississippi.

¹⁸ Headquartered in Jackson, Mississippi.

¹⁹ Headquartered in Sioux Falls, South Dakota.

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SOURCE: Obtained from the FDIC's website, <http://research.fdic.gov/bankfind/index.html>. Assets stated as of September 30, 2019. February 2020.

Major Employers

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

Employer	Employees	Product/Service
DeSoto County School District	3,872	Education
Baptist Memorial Hospital	1,750	Healthcare
Williams-Sonoma	993	Distribution of specialty cooking products
Milwaukee Electric Tool	800	Distribution of portable electric tools
Synnex	600	Manufacturing and distribution
District Transportation & Sec.	500	Transportation
Fed Ex Ground	433	Package sorting hub
Methodist Olive Branch Hospital	423	Healthcare
McKesson Corporation	400	Distribution Center
City of Southaven	375	City Government
Future Electronics	357	Electronic equipment & supplies
Landau Uniforms	330	Uniform manufacturer
Siemens Industry Inc.	300	Computer-based building management systems
DeSoto County Civic Center	300	Convention and meeting center
Newly Wed Foods	282	Food Ingredients, seasonings, blends, flavors
Associated Wholesale Grocers	265	Third-party logistics
J.T. Shannon Lumber Company	250	Hardwood lumber and plank flooring
Helen of Troy (OB)	250	Distribution of personal care products
KIK Custom Products	223	Manufacture of guest amenity soaps
Scan Source, Inc.	220	Distribution of specialty technology products

SOURCE: DeSoto County Economic Development Council at www.desotocounty.com. Information available as of February 2020.

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Retail Sales for the City

State Fiscal Year Ended June 30	Amount
2019	\$1,295,787,396
2018	1,283,563,742
2017	1,255,568,671
2016	1,235,472,178
2015	1,130,238,021

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue website: www.dor.ms.gov; February 2020.

Sales Tax Rebates from the State

State Fiscal Year Ended June 30	Amount
2019	\$15,083,433
2018	14,527,884
2017	14,443,288
2016	14,517,998
2015	13,596,065

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue website: www.dor.ms.gov; February 2020.

Educational Facilities

The City schools are part of the DeSoto County School District, which is the largest and fastest growing school district in the State. Its Gifted Instructional Program also has the largest enrollment of any such program in the State. The School District operates 24 elementary and intermediate schools, 8 middle schools, and 8 high schools, in addition to a vocational complex and an alternative center. The County is credited with having one of the best technical preparatory programs in the State. Also, thanks to the State's Computers in the Classroom initiative, every classroom in the School District is equipped with computers and internet accessibility, as well as opportunities for distance learning. The high schools are all on block scheduling, which allows more advanced students to complete higher level courses and to earn college credits through dual enrollment and offers remediation to students who are experiencing difficulties. All schools are accredited by the Southern Association of Colleges and Schools and by the State, and about 87% of the County's high school graduates attend college. Total enrollment for the School District for the current scholastic year and the 4 preceding years is as follows:

Scholastic Year	Enrollment
2019-2020	34,752
2018-2019	34,492
2017-2018	33,991
2016-2017	33,537
2015-2016	33,140

SOURCE: Office of Research and Statistics, Mississippi Department of Education's website: <http://reports.mde.k12.ms.us/data/>; February 2020.

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TAX INFORMATION

Assessed Valuation

Assessment Year	Real Property	Personal Property ²⁰	Public Utility Property	Total
2019	\$442,189,498	\$156,138,315	\$14,042,996	\$612,370,809
2018	401,273,406	142,712,929	14,338,078	558,324,413
2017	378,592,619	136,661,835	13,560,134	528,814,588
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

SOURCE: Office of the County Tax Assessor, February 2020.

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 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

²⁰ Personal Property includes automobiles, other motor vehicles and mobile homes.

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taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

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

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2019	\$26,900,000	\$27,955,814.14	\$1,055,814.14
2018	24,835,425	25,373,304	537,879

History of Assessed Valuation

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

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

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

The entire State has completed its reappraisal, and all property in the City is now appraised at true value. Assessments for the years 1986 and thereafter, for taxes payable in the years 1987 and thereafter, have been and will continue to be based on the assessment ratios set forth in the constitutional amendment and legislation related thereto.

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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.

Tax Levy per \$1000 Valuation*

	Year in Which Taxes Levied					
	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15
General Purpose	32.92	31.43	30.80	30.43	29.48	27.67
General Obligation Bond & Int. Sinking Fund	10.81	12.30	12.93	13.30	14.25	16.06
Library	0.00	0.00	0.00	0.00	0.00	0.00
Sanitation	0.00	0.00	0.00	0.00	0.00	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, February 2020.

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DEBT INFORMATION

Legal Debt Limit Statement

(As of March 1, 2020)

	15% Debt	20% Debt
Authorized Debt Limit (Last Completed Assessment for Taxation (\$612,370,809)	\$91,855,621	\$122,474,161
Present Debt Subject to Debt Limits ²¹	25,774,530	26,869,530
TOTAL	\$66,081,091	\$95,604,631,

General Statutory Debt Limits Provisions

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed 15 percent of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation. In computing general obligation bonded indebtedness for purposes of such 15 percent limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefitted, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefitted.

However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds 20 percent of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

²¹ The City's G.O. W&S Refunding Bonds, outstanding in the amount of \$1,095,000 as of March 1, 2020, are subject only to the 20% limitation

Minutes, City of Southaven, Southaven, Mississippi

Outstanding General Obligation Bonded Debt

(As of March 1, 2020)

Issue	Date of Issue	Original Principal	Outstanding Principal
Public Improvement Bonds	07/01/08	4,000,000	\$ 2,245,000
G.O. Refunding Bonds	04/16/09	6,665,000	355,000
G. O. Bonds	02/26/10	6,000,000	295,000
G.O. Refunding Bonds	11/30/10	3,225,000	1,295,000
G.O. Refunding Bonds	02/17/11	3,505,000	715,000
G.O. W&S Refunding Bonds ²²	10/31/12	2,735,000	1,095,000
G.O. Refunding Bonds, 2012A	10/31/12	3,015,000	1,530,000
G.O. Bonds	11/29/12	2,875,000	920,000
G.O. Bonds, Series 2013A	12/1/13	6,565,000	5,045,000
Taxable GO Bonds, Series 2013B	1/31/14	2,930,000	1,495,000
GO Refunding Bonds, Series 2015	4/09/15	6,870,000	4,425,000
GO Refunding Bonds, Series 2017	12/21/17	3,620,000	3,501,000
GO Negotiable Note, Series 2018	07/31/18	5,200,000	3,953,530
Total:			\$26,869,530

SOURCE: Office of the City Administrator, March 1, 2020.

²² This debt is subject only to the 20% limitation.

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Additional Bonded Debt (not subject to Debt Limits)

(As of March 1, 2020)

Issue	Date of Issue	Original Principal	Outstanding Principal
Water & Sewer Revenue Refunding Bonds	05/03/16	\$13,350,000	\$10,705,000

Other Long-Term Debt

(As of March 1, 2020)

Issue	Date of Issue	Original Principal	Outstanding Principal
Mississippi Development Bank Loan ²³	03/31/14	7,945,000	290,000
Total			\$290,000

SOURCE: Office of the City Administrator, March 1, 2020.

Other Outstanding Debt

The City also has outstanding tax increment limited obligation bonds, secured solely by the tax revenue received from the projects, which are subject to neither the 15 nor 20 percent debt limitations, pursuant to Section 21-45-9, Mississippi Code of 1972.

The City also has outstanding notes, which are not subject to the 15 nor 20 percent debt limitation.

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 Requirements

FY Ending September 30	General Obligation Debt		
	Principal	Interest	Total
2020	\$5,351,496.01	\$854,335.84	\$6,205,831.85
2021	\$4,917,506.05	\$721,066.81	\$5,638,572.86
2022	\$4,694,527.74	\$536,402.00	\$5,230,929.74
2023	\$3,077,000.00	\$417,093.27	\$3,494,093.27
2024	\$2,843,000.00	\$339,738.51	\$3,182,738.51
2025	\$2,654,000.00	\$261,793.25	\$2,915,793.25
2026	\$1,780,000.00	\$196,176.00	\$1,976,176.00
2027	\$1,031,000.00	\$154,944.50	\$1,185,944.50
2028	\$1,075,000.00	\$124,263.00	\$1,199,263.00
2029	\$794,000.00	\$92,379.50	\$886,379.50
2030	\$822,000.00	\$70,630.50	\$892,630.50
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:	\$30,734,529.80	\$3,889,835.68	\$34,624,365.48

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<u>General Obligation Bonded Debt</u>	<u>Fiscal Year Ended September 30</u>				
	2019	2018	2017	2016	2015
General Obligation Public Improvement Bonds (12/01/05)	-0-	-0-	-0-	-0-	210,000
General Obligation Public Improvement Bonds (07/01/07)	-0-	-0-	-0-	285,000	555,000
General Obligation Public Improvement Bonds (07/01/08)	2,245,000	2,445,000	2,635,000	2,815,000	2,990,000
General Obligation Refunding Bonds (04/16/09)	1,095,000	1,815,000	2,515,000	3,190,000	3,845,000
General Obligation Bonds (02/26/10)	580,000	850,000	4,460,000	4,710,000	4,950,000
General Obligation Refunding Bonds (04/15/10)	175,000	605,000	1,020,000	1,425,000	1,815,000
General Obligation Refunding Bonds (11/30/10)	1,530,000	1,760,000	1,980,000	2,195,000	2,405,000
General Obligation Refunding Bonds (02/17/11)	1,055,000	1,385,000	1,705,000	2,020,000	2,325,000
General Obligation W&S Refunding Bonds (10/31/12)	1,350,000	1,600,000	1,840,000	2,075,000	2,305,000
General Obligation Refunding Bonds 2012A (10/31/12)	1,820,000	2,095,000	2,365,000	2,630,000	2,885,000
General Obligation Bonds (11/29/12)	1,215,000	1,505,000	1,790,000	2,070,000	2,345,000
General Obligation Bonds 2013A (12/19/13)	5,320,000	5,585,000	5,845,000	6,095,000	6,335,000
General Obligation Bonds 2013B (01/13/14)	1,760,000	2,015,000	2,260,000	2,495,000	2,720,000
General Obligation Refunding Bonds 2015 (4/09/15)	5,105,000	5,770,000	6,420,000	6,755,000	6,870,000
General Obligation Refunding Bonds 2017 (12/21/17)	3,531,000	3,560,000	-0-	-0-	-0-
General Obligation Note 2018 (7/31/18)	3,953,530	5,200,000	-0-	-0-	-0-
Totals	\$30,734,530	\$36,190,000	\$34,835,000	\$38,670,000	\$42,555,000

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Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2019	\$30,734,530	5.02%
2018	36,190,000	6.48
2017	34,835,000	6.58
2016	38,670,000	7.63
2015	42,555,000	8.93

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EXHIBIT B

**FISCAL YEAR 2019 AUDITED FINANCIAL INFORMATION AND
ADOPTED BUDGET FOR FISCAL YEARS 2019-2020**

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FISCAL YEAR 2018 AUDITED FINANCIAL INFORMATION

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2019-2020 BUDGET

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APPENDIX B

FORM OF BOND COUNSEL OPINION

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[FORM OF BOND COUNSEL OPINION]

__, 2020

Mayor and the Board of Aldermen
City of Southaven

RE: \$ _____ City of Southaven General Obligation Refunding Bonds, Series 2020,
dated __, 2020 (the "**Bonds**")

Dear Ladies and Gentlemen:

We have acted as Bond Counsel ("**Bond Counsel**") for City of Southaven (the "**City**"), in connection with the issuance of the above-defined Bonds.

The Series 2020 Bonds bear interest, mature and may be transferred and exchanged as set out in the Series 2020 Bonds and in the resolution adopted by the Mayor and the Board of Aldermen of the City on February 18, 2020, authorizing their issuance (the "**Bond Resolution**"). Capitalized terms contained and not defined herein shall have the same meaning as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Series 2020 Bonds under the laws of the State of Mississippi (the "**State**"), and with respect to the excludability of interest on the Series 2020 Bonds from federal and State income taxation. Regarding questions of fact material to our opinion, we have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph, and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Series 2020 Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Series 2020 Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Series 2020 Bonds including a certification of the City prepared pursuant to Section 1.148-2(b)(2)(i) of the United States Treasury Regulations (the "**Non-Arbitrage Certificate**") relating to the Series 2020 Bonds. We have also examined Bond No. 1 of this issue.

Based on such examination and subject to the following qualifications, it is our opinion as Bond Counsel, on the date hereof, that:

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1. The transcript of proceedings evidences complete legal authority for the issuance of the Series 2020 Bonds in full compliance with the laws of the State presently in effect, and that the Series 2020 Bonds constitute valid and legally binding obligations of the City, payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City.

2. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Series 2020 Bonds is exempt from all present income taxes imposed by the State.

3. Under existing statutes, regulations, rulings and court decisions, interest on the Series 2020 Bonds is excludable from gross income for federal income tax purposes, and interest on the Series 2020 Bonds is not a specific preference item for purposes of the computation of federal alternative minimum taxable income. 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 2020 Bonds.

The Mayor and the Board of Aldermen of the City, acting for and on behalf of the City, has covenanted in the Bond Resolution and the Non-Arbitrage Certificate that the City will not make any use of the gross proceeds of the Series 2020 Bonds or amount that may be treated as proceeds of the Series 2020 Bonds or do or take or omit to take any other action that would cause: (i) the Series 2020 Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder; (ii) the interest on the Series 2020 Bonds to be includable in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Series 2020 Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code. Failure of the City to comply with such covenants could result in the interest on the Series 2020 Bonds being subject to federal income tax from the date of issue.

In rendering the foregoing opinion in paragraph numbered 3 above, Bond Counsel has assumed the continuing compliance by the City with the tax covenants and representations in the Bond Resolution and the representations in the Non-Arbitrage Certificate. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Series 2020 Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Series 2020 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 2020 Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Series 2020 Bonds becoming subject to federal income tax from the date of issue.

Owners of the Series 2020 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes and the effect of any other collateral federal income tax consequences.

It is understood that the rights of the owners of the Series 2020 Bonds and the enforceability of the Series 2020 Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights

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heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

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 or any other statements made in connection with any offer or sale of the Series 2020 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 2020 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 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. 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

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APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered by the Mayor and the Board of Aldermen (the "Governing Body") of City of Southaven (the "City"), acting for and on behalf of the City, in connection with the execution and delivery of \$_____ * City of Southaven General Obligation Refunding Bonds, Series 2020 (the "Bonds"). The Series 2020 Bonds are being executed and delivered pursuant to a resolution adopted by the Governing Body on February 18, 2020 (the "Resolution"). The City covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City for the benefit of the owners of the Series 2020 Bonds and the beneficial owners of the Series 2020 Bonds and in order to assist the Participating Underwriters in complying with SEC Rule 15c2-12.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following terms shall have the following meanings:

"Annual Report" shall mean the City's annual report as more particularly described in Section 4 of this Disclosure Agreement.

"Dissemination Agent" shall mean the Chancery Clerk of the City or such officer's designee, or such other person as the Governing Body shall designate in writing from time to time.

"EMMA" shall mean the Electronic Municipal Market Access System found at <http://emma.msrb.org>, which is the electronic format prescribed by the MSRB pursuant to the Rule.

"Fiscal Year" shall mean a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve-month period as may be adopted by the City in accordance with law.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board. The electronic filings with the MSRB shall be through EMMA.

"National Repository" shall mean (a) MSRB's EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

"Official Statement" shall mean the final Official Statement of the City dated __, 2020, in connection with the Series 2020 Bonds.

"Participating Underwriters" shall mean the original purchaser of the Series 2020 Bonds required to comply with the Rule in connection with the offering of the Series 2020 Bonds.

"Repository" shall mean each National Repository and each State Repository, if any.

"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 Repository" shall mean any public or private repository or entity designated by the State of Mississippi as a state repository for the purpose of the Rule. As of the date of this Disclosure Agreement, there is no State Repository.

Preliminary, subject to change.

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SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to provide to each Repository, no later than September 30 of each year, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent. 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 Agreement; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report. Notwithstanding the foregoing, the City notes that due to certain statutory requirements requiring review of financial statements by the Office of the State Auditor and other regulatory agencies, it does not always receive and accept its audited financial statements for the immediately preceding fiscal year within the timeframe set forth in this paragraph (a). The City therefore agrees to file its audited financial statements in each year within sixty (60) days of such financial statements becoming publicly available.

(b) If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a) above, the City shall send a notice to each Repository in the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements, if available, which may include a brief narrative discussion of the results of operations and financial condition of the City and adopted budgets of the City will be provided and audited financial statements will be provided if and when they become available; and

(b) Updated financial and operating information relating to the City in the form attached hereto as Exhibit C.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the City is an "obligated person" (as defined by the Rule), which have been filed with each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The City shall give or cause to be given notice of the occurrence of any of the following Listed Events with respect to the Series 2020 Bonds, in a timely manner not in excess of ten (10) business days after the occurrence thereof, together with any accompanying information in the form attached hereto as Exhibit D. All eighteen (18) events mandated by the Rule are listed below; however, some may not apply to the Series 2020 Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties.
- (4) Unscheduled draws on the credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2020 Bonds, or other material events affecting the tax status of the Series 2020 Bonds.
- (7) Modifications to rights of Bondholders, if material.

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- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property, if any, securing repayment of the securities.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or other similar event of the City.
- (13) The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Failure to provide annual financial information as required by the Rule.
- (16) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material.
- (17) Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the City, any of which reflect financial difficulties; or
- (18) Other material event.

SECTION 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of the Series 2020 Bonds.

SECTION 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the City elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Agreement.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any financial information or operating data provided or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any financial information or operating data provided or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future financial information or operating data provided or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the City to comply with any provision of this Disclosure Agreement any owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under

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and as defined in the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the City to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2020 Bonds.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters, owners from time to time of the Series 2020 Bonds and beneficial owners of the Series 2020 Bonds and shall create no rights in any other person or entity.

Date: __, 2020

CITY OF SOUTHAVEN

By _____
Mayor

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EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Southaven

Name of Bond Issue: \$_____ City of Southaven General Obligation
Refunding Bonds, Series 2020

Date of Issuance: _____, 2020

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated _____, 2020. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF SOUTHAVEN

By: _____
Authorized Officer

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

ANNUAL REPORT COVER SHEET

Name of Issuer: City of Southaven

Name of Bond Issue: \$_____ City of Southaven General Obligation
Refunding Bonds, Series 2020

Date of Issuance: _____, 2020

CUSIP Number: _____

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____
Name: _____
Title: _____
Employer: _____
Address: _____
Issuer, State, Zip Code: _____
Voice Telephone Number: _____

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EXHIBIT C

Name of Issuer: City of Southaven

Name of Bond Issue: \$_____ City of Southaven General Obligation
Refunding Bonds, Series 2020

Date of Issuance: _____, 2020

CUSIP Number: _____

Government

The governing body of the City is the Mayor and the Board of Aldermen, which consists of five members, each of whom is elected from a separate district or “beat” for concurrent four-year terms. The current members of the Mayor and the Board of Aldermen are as follows:

Name	Occupation	Position Held Since

TAX INFORMATION

Assessed Valuation of the City²⁴

²⁴ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year’s budget. For example, the taxes for the assessed valuation figures for 20__ are collected starting in January, 20__ for the 20__-20__ fiscal year budget of the City.

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Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto- Mobiles	Total	

Tax Levy Per \$1,000 Valuation²⁵

Fiscal Year

²⁵ Tax levy figures are given in mills. The City levies a tax of nine cents per acre on all timbered and/or uncultivated land located in the City.

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Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

DEBT INFORMATION

Legal Debt Limit Statement

(as of _____)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$ 0)		
Present Debt Subject to Debt Limits		
Margin for Further Debt Under Debt Limits		

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

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Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT D

MATERIAL EVENT NOTICE COVER SHEET

Name of Issuer: City of Southaven

Name of Bond Issue: \$ _____ City of Southaven General Obligation
Refunding Bonds, Series 2020

Date of Issuance: _____, 2020

CUSIP Number: _____

Description of the attached Material Event Notice (Check One):

- | | | |
|-----|-------|--|
| 1. | _____ | Principal and interest payment delinquencies |
| 2. | _____ | Non-Payment related defaults, if material |
| 3. | _____ | Unscheduled draws on debt service reserves, if any, reflecting financial difficulties |
| 4. | _____ | Unscheduled draws on credit enhancements reflecting financial difficulties |
| 5. | _____ | Substitution of credit or liquidity providers, or their failure to perform |
| 6. | _____ | Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2020 Bonds, or other material events affecting the tax status of the Series 2020 Bonds |
| 7. | _____ | Modifications to rights of Bondholders, if material |
| 8. | _____ | Bond calls, if material, and tender offers |
| 9. | _____ | Defeasances |
| 10. | _____ | Release, substitution, or sale of property, if any, securing repayment of the securities |
| 11. | _____ | Rating changes |
| 12. | _____ | Bankruptcy, insolvency, receivership or other similar event of the State |
| 13. | _____ | The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material |
| 14. | _____ | Appointment of a successor or additional trustee or the change of name of a trustee, if material |
| 15. | _____ | Failure to provide annual financial information as required by the Rule |
| 16. | _____ | Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material. |
| 17. | _____ | Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties. |
| 18. | _____ | Other material event notice (specify) _____ |

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I hereby represent that I am authorized by the Issuer/Other Obligated Person or its agent to distribute this information publicly:

Signature: _____
Name: _____ Title: _____
Employer: _____
Address: _____
Issuer, State, Zip Code: _____
Voice Telephone Number: _____

Minutes, City of Southaven, Southaven, Mississippi

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EXHIBIT D

ESCROW TRUST AGREEMENT

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is dated _____, 2020, by and between City of Southaven, Mississippi (the "City" or the "Issuer"), and U. S. Bank National Association, Brandon, Mississippi, as Escrow Agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the City has issued its General Obligation Refunding Bonds, Series 2010 (the "2010 Bonds"), dated November 30, 2010, in the principal amount of \$3,225,000 and there remains outstanding \$_____,000; and

WHEREAS, the Issuer desires to refund the 2010 Bonds maturing on November 1 in the years 2021 through 2024¹, both inclusive (the "Refunded Bonds"); and

WHEREAS, the Issuer desires to optionally redeem the 2010 Bonds maturing on November 1 in the years 2021 through 2024¹, both inclusive (the "Callable 2010 Bonds"), on May 1, 2020, at par; and

WHEREAS, Sections 31-27-1 *et seq.*, of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"), authorizes the Issuer to issue general obligation refunding bonds in accordance with the terms of the Act, to provide funds to refund the Refunded Bonds; and

WHEREAS, the Issuer has adopted a resolution on February 18, 2020 authorizing the issuance of General Obligation Refunding Bonds, Series 2020, in the not to exceed amount of \$_____,000 (the "Bonds"), for the purpose of providing the funds necessary to currently refund the Refunded Bonds, and pay costs of issuance for the Bonds; and

WHEREAS, the Issuer has determined to refund the Refunded Bonds with a portion of the proceeds of the Bonds and other money lawfully available for such purpose, which refunding will result in present value debt service savings to the Issuer; and

WHEREAS, the Issuer has further determined to effectuate the refunding of the Refunded Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of proceeds of the Bonds and such other money made available in connection with such refunding, to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the City has determined to deposit with the Escrow Agent sufficient funds to purchase United States Treasury Securities - State and Local Government Series listed in **EXHIBIT A** hereto (the "Escrowed Securities"). The Escrowed Securities to be so deposited may not be redeemed at the option of the Issuer or any person other than the holder thereof and will mature in principal amounts and bear interest at such times so that sufficient monies will be

¹ Preliminary, subject to change.

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available from such maturing principal and interest payments to pay, as the same either mature or become due, all principal of and interest on, the Refunded Bonds; and

NOW THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the full and timely payment of the principal of and the interest on the Refunded Bonds, the Issuer and the Escrow Agent contract and agree as follows:

SECTION 1. There is hereby established with the Escrow Agent a special and irrevocable escrow fund designated the City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010 Escrow Fund (the "**2010 Escrow Fund**") to be held in the custody of the Escrow Agent under the Escrow Agreement, separate and apart from other funds of the City or the Escrow Agent for the refunding of the Refunded Bonds.

SECTION 2. (a) Upon the initial delivery of the Bonds, a portion of the net sale proceeds of the Bonds will be deposited as follows: \$_____ shall be paid to the Escrow Agent for deposit into the 2010 Escrow Fund (the "**2010 Escrow Requirement**") representing a portion of the proceeds of the Bonds, to be held in irrevocable escrow by the Escrow Agent pursuant to this Agreement and to be applied solely as provided for in this Agreement and the Bond Resolution. Such moneys are at least equal to an amount sufficient to purchase the principal amount of the Investment Securities as set forth in **EXHIBIT B** hereto and the aggregate principal amount of the Investment Securities as set forth in **EXHIBIT B** hereto, together with all interest due or to become due on such Investment Securities and any other moneys held in the Escrow Account, will be sufficient to pay when due and payable as provided for herein, principal and interest on the Refunded Bonds as such becomes due and payable and, upon redemption thereof, the Redemption Price of the Refunded Bonds. Notwithstanding the foregoing, if the amounts deposited in the Escrow Account are insufficient to pay upon redemption thereof, the Redemption Price of the Refunded Bonds, the City shall deposit in the Escrow Account the amount of any such deficiency immediately upon notice thereof from the Escrow Agent.

(b) There is further hereby created and established with the Escrow Agent a special and irrevocable trust fund designated as the Cost of Issuance Account (the "**Cost of Issuance Account**"), to be held by the Escrow Agent separate and apart from other funds of the City and the Escrow Agent. The City hereby deposits or causes to be deposited with the Escrow Agent immediately available funds in the amount of \$_____ representing a portion of the proceeds of the Bonds, to be held in irrevocable escrow by the Escrow Agent pursuant to this Agreement and to be applied solely as provided for in this Agreement and the Bond Resolution. Such moneys are to be used solely to pay the costs related to the sale and issuance of the Bonds. All moneys which remain in the Cost of Issuance Account after payment of such costs shall be paid to the City and used by the City to pay the principal of and interest on the Bonds.

SECTION 3. Promptly upon receipt by the Escrow Agent of the amount referenced in Section 2 above and deposited in the respective 2010 Escrow Fund, the Escrow Agent shall purchase the Escrowed Securities which are described in the attached **EXHIBIT A** and deposit the same into the 2010 Escrow Fund.

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SECTION 4. The Escrow Agent is hereby irrevocably instructed to convey sufficient funds to Hancock Whitney Bank, Jackson, Mississippi, as the paying agent for the Refunded Bonds (the "**2010 Bonds Paying Agent**") for the payment of the interest due on the Refunded Bonds on or before May 1, 2020 and for the redemption price of the outstanding Callable 2010 Bonds on May 1, 2020, at par, as set forth in the Verification Report, dated _____, 2020 (the "**Verification Report**"), from The Arbitrage Group, Inc., Buhl, Alabama, the Verification Agent (the "**Verification Agent**"), attached hereto as **EXHIBIT B**.

SECTION 5. (a) The City represents that the receipt of the principal of and interest on the Escrowed Securities, as applicable, in the 2010 Escrow Fund will assure that the amount on deposit in the 2010 Escrow Fund will be sufficient to provide money, as applicable, for the payment of (a) the interest due for the Refunded 2010 Bonds due through May 1, 2020 and (b) the redemption price of the Callable 2010 Bonds on May 1, 2020, at par, all as set forth in the Verification Report. If for any reason there is a deficiency in the amounts on deposit in the 2010 Escrow Fund, the Escrow Agent shall promptly notify the City and the City shall forthwith provide the Escrow Agent with cash and securities sufficient to make such payments.

(b) The City hereby directs the 2010 Paying Agent to redeem in accordance with the respective 2010 Bond Resolution all of the respective Refunded Obligations outstanding thereunder and the City, within 30 days of the Redemption Date in connection with the redemption of the Refunded Obligations all notices required under the respective 2010 Bond Resolution, the form of which is attached hereto as **Appendix C**.

SECTION 6. The Escrow Agent at all times shall hold the Escrowed Securities and all other assets of the 2010 Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the 2010 Escrow Fund to be commingled with any other funds or securities; and it shall hold and dispose of the assets of the 2010 Escrow Fund only as set forth herein. Escrowed Securities and other assets held in the 2010 Escrow Fund shall always be maintained by the Escrow Agent for the benefit of the holders of the Refunded 2010. The holders of the Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities in the 2010 Escrow Fund, as applicable, the proceeds thereof and all other assets of the 2010 Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right or title with respect thereto except as Escrow Agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the Issuer. All funds received at the maturity of each Escrowed Security will not be reinvested but will be deposited as cash amounts reinvested at a zero percent (0%) yield as provided in the Verification Report.

SECTION 7. Cash balances from time to time on deposit in the 2010 Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

SECTION 8. If the date for making any payment or the last date for performance of any

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act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the City in which the principal corporate trust office of the Escrow Agent is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

SECTION 9. The escrow created hereby shall be irrevocable. The holders of the Refunded Bonds shall have an express lien on all principal amount of and interest income on the Escrowed Securities, as applicable, and any other funds deposited in the applicable Escrow Fund until used and applied in accordance with this Escrow Agreement. The matured principal of and interest income from the Escrowed Securities shall be applied solely as provided in this Escrow Agreement.

SECTION 10. (a) The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof.

(b) In the event of the Escrow Agent's failure to account for any of the Escrowed Securities, or monies received by it, said Escrowed Securities or monies shall be and remain the property of the City in trust for the holders of the Refunded Bonds, as herein provided, and if for any reason such Escrowed Securities or monies are not transferred to the 2010 Bonds Paying Agent as provided in Section 4 herein, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required transfer shall be made.

SECTION 11. This Escrow Agreement shall terminate when all transactions required to be made by the Escrow Agent under the provisions hereof shall have been made. Any monies remaining in the 2010 Escrow Fund at the time of such termination shall be released to the City.

SECTION 12. The Escrow Agent agrees to provide to the City prior to the last day of December and the end of each annual period thereafter a statement of the amount on deposit in each Fund and Account established by this agreement at the beginning of the period and of the total deposits to and withdrawals from each Fund and Account during the preceding applicable period. A different statement frequency can be established at the request of the City.

SECTION 13. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and other monies available for such purpose to pay the Refunded Bonds. So long as the Escrow Agent applies the Escrowed Securities and monies as provided therein and complies fully with the terms of this Escrow Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations.

As compensation for the services to be rendered hereunder, the Escrow Agent shall be paid a one-time fee of \$_____ for the administration of this Escrow Agreement.

SECTION 14. If any one or more of the covenants or agreements provided in this Escrow Agreement by or on behalf of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or

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agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

SECTION 15. All the covenants, promises and agreements contained in this Escrow Agreement by or on behalf of the City or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 16. This Escrow Agreement shall be governed by the applicable law of the State of Mississippi.

SECTION 17. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[The remainder of this page left intentionally blank.]

Minutes, City of Southaven, Southaven, Mississippi

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers or elected officials and the City has caused its seal to be hereunder affixed and attested as of the date first above written.



CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Mayor

By: _____
City Clerk

**U. S. BANK NATIONAL ASSOCIATION
BRANDON, MISSISSIPPI
as Escrow Agent**

Wallace L. Duke, Vice President

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A
SCHEDULE OF ESCROWED SECURITIES

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

VERIFICATION REPORT OF THE ARBITRAGE GROUP, INC.

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT C

NOTICE OF REDEMPTION

**\$3,225,000 (ORIGINAL PRINCIPAL AMOUNT) GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2010, DATED NOVEMBER 30, 2010**

CITY OF SOUTHAVEN, MISSISSIPPI

Maturity Amount	Interest Rate	Maturity Date	CUSIP
\$250,000	3.000%	November 1, 2021	841216TQ7
260,000	3.100	November 1, 2022	841216TR5
265,000	3.200	November 1, 2023	841216TS3
275,000	3.300	November 1, 2024	841216TT1

NOTICE IS HEREBY GIVEN that pursuant to a resolution adopted by the Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), the aggregate outstanding principal amount of the above-captioned bonds dated November 30, 2010 (the "2010 Bonds"), and due as set forth below are being called for redemption in whole on May 1, 2020, at par plus accrued interest to the redemption date. This call for redemption is conditional upon the receipt by the Paying Agent for the 2010 Bonds of sufficient funds on or prior to the redemption date to pay regular debt service and the redemption amount.

Redemption will occur May 1, 2020, and interest on the 2010 Bonds thereon shall cease to accrue from and after said redemption date. Pursuant to the terms of the 2010 Bond Resolution, notice of this defeasance is being sent to the registered owners of the Refunded 2010 Bonds by mailing such notice to such owners at their addresses appearing in the registration books maintained by the Paying Agent for the 2010 Bonds and to the Electronic Municipal Market Access ("EMMA") website, which disseminates notices of material events such as the defeasance of the 2010 Bonds.

The holders of the 2010 Bonds are entitled to payment solely out of the moneys or securities so deposited in such redemption account.

Dated: _____, 2020

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT E

FORM OF THE BONDS

[BOND FORM]

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

Number _____ \$ _____

UNITED STATES OF AMERICA

CITY OF SOUTHAVEN, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2020

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
------------------	------------------	---------------	-------

REGISTERED OWNER: Cede & Co.

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 _____ (such bank and any successor thereto hereinafter called collectively, the "Paying and Transfer Agent"), in _____, 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 _____ and _____ of each year, commencing _____

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1, 20__, 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's 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 monies to the 2020 Bond Fund for the Bonds, 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. 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, in accordance with the provisions of the Resolution.

This Bond is one of an authorized issue of General Obligation Refunding Bonds, Series 2020 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 (the "**Act**"), and pursuant to a resolution duly adopted by the Mayor and Board of Aldermen of the City on February 18, 2020 (the "**Resolution**"), for the purpose of (a) currently refunding and defeasing all or a portion of the City's outstanding \$4,000,000 (original principal amount) General Obligation Bonds, Series 2008, dated July 1, 2008, (b) currently refunding and defeasing all or a portion of the City's outstanding \$3,225,000 (original principal amount) General Obligation Refunding Bonds, Series 2010, dated November 30, 2010, and (c) 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, 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 such registered owner's 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 \$5,000 or any integral multiple 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 City Clerk.

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[The Bonds shall be subject to redemption prior to their respective maturities as follows:]

[TO COME]

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 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.

(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.

_____, as Paying and Transfer Agent

By _____
Authorized Signature

Date of Registration and Authentication: _____

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.

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT F

BUTLER SNOW ENGAGEMENT LETTER

Minutes, City of Southaven, Southaven, Mississippi

BUTLER | SNOW

February 18, 2020

VIA EMAIL AND U.S. MAIL

Mayor & Board of Aldermen
City of Southaven, Mississippi
8710 Northwest Drive
Southaven, Mississippi 38671

Re: City of Southaven, Mississippi (the "City"), General Obligation Refunding Bonds in the Principal Amount Not to Exceed \$3,500,000 (the "Bonds")

Dear Mayor & Board of Aldermen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City in connection with the issuance of the above-referenced Bonds. We understand that the Bonds are being issued for the purpose of providing funds for the current refunding and defeasance of all or a portion of the City's (a) \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 and (b) \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010; and paying for costs of issuance of the Bonds (the "Project"), and will be secured by the full faith and credit of the City as authorized by Mississippi (the "State") law. It is also our understanding that the Bonds will be sold through a negotiated sale with Raymond James & Associates, Inc., Memphis, Tennessee.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents;
3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filings;
4. Review legal issues relating to the structure of the bond issue;

Minutes, City of Southaven, Southaven, Mississippi

Mayor & Board of Aldermen
City of Southaven, Mississippi
February 18, 2020
Page 2

5. Pursue validation proceedings under State law;

6. If applicable, assist the City in preparing the official statement (the "Official Statement") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; and provided, that if we prepare an Official Statement then there will be a fee of not to exceed \$5,000 in addition to the fee quoted below.

7. Assist the City in presenting information to bond or bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds;

8. If applicable, draft the continuing disclosure undertaking of the City.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Bonds. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and its security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of Bond documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

Minutes, City of Southaven, Southaven, Mississippi

Mayor & Board of Aldermen
City of Southaven, Mississippi
February 18, 2020
Page 3

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bonds;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds;

(g) Except as described in paragraph 8 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds);

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City will assist with the issuance of the Bonds, particularly as to the authorization, execution and delivery of Bond documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City; we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds, or the final series thereof.

Minutes, City of Southaven, Southaven, Mississippi

Mayor & Board of Aldermen
City of Southaven, Mississippi
February 18, 2020
Page 4

Nevertheless, subsequent to the Closing of the Bonds, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for the Bonds will not exceed \$32,000; plus any of the fees with respect to the preparation and distribution of the Official Statement describe above in Paragraph 6; and plus expenses for each series of the Bonds in an amount not to exceed \$2,500 for items such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses.

If the financing for the Bonds is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

RECORDS

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

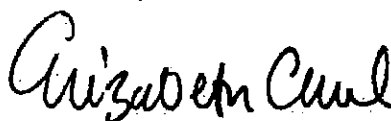
Minutes, City of Southaven, Southaven, Mississippi

Mayor & Board of Aldermen
City of Southaven, Mississippi
February 18, 2020
Page 5

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,



Elizabeth Clark

Enclosures

STATEMENT TO BE SIGNED BY CITY OF SOUTHAVEN, MS:

The execution by me of the above Engagement Letter was authorized by Resolution of the Mayor & Board of Aldermen of the City dated February 18, 2020. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CITY OF SOUTHAVEN, MS

By: _____
Mayor

Date: _____

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT G

RAYMOND JAMES G-17 LETTER

G-1

Minutes, City of Southaven, Southaven, Mississippi

RAYMOND JAMES®

February 4, 2020

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

Re: Disclosures by Underwriter/Placement Agent
Pursuant to MSRB Rule G-17
City of Southaven, Mississippi General Obligation Refunding Bonds, Series
2020

Dear Mayor Musselwhite:

We are writing to provide you, as Mayor of the City of Southaven (Issuer), and an official of the Issuer with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹.

The Issuer has engaged Raymond James & Associates, Inc. ("RJA"), to serve as an underwriter/placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter/placement agent, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds

I. Disclosures Concerning the Underwriter/Placement Agent's Role:

(i) MSRB Rule G-17 requires an underwriter/placement agent to deal fairly at all times with both municipal issuers and investors.

(ii) The primary role of the underwriter/placement agent is to purchase the Bonds or procure one or more purchasers for the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter/placement agent has financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriter/placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

(iv) The underwriter/placement agent has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors/purchasers at prices that are fair and reasonable.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

Minutes, City of Southaven, Southaven, Mississippi

(v) The underwriter/placement agent will review the official statement/offering document for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction².

II. Disclosures Concerning the Underwriter/Placement Agent's Compensation:

The underwriter/placement agent will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement or placement agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter/placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Additional Conflicts and Business Relationships Disclosures:

RJA has identified the following additional potential or actual material conflicts or business relationships we wish to call to your attention:

- o In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.
- o In the ordinary course of its business, RJA and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates for which they received or will receive customary fees and expenses.
- o We understand that the Issuer may use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities ("Refunded Bonds"). To the extent that RJA or an affiliate thereof owns Refunded Bonds, RJA or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

IV. Disclosures Concerning Structure of Municipal Securities Financing:

Since RJA has recommended to the Issuer a financing structure that may be considered a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Minutes, City of Southaven, Southaven, Mississippi

material financial risks of the financing that are known to the underwriter/placement agent and reasonably foreseeable at this time.

In accordance with the requirements of MSRB Rule G-17, if RJA recommends a "complex municipal securities financing" to the Issuer that is not otherwise described herein, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter/placement agent and reasonably foreseeable at that time.

If you or any other Issuer official has any questions or concerns about these disclosures, then please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

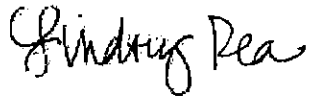
It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under MSRB Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Minutes, City of Southaven, Southaven, Mississippi

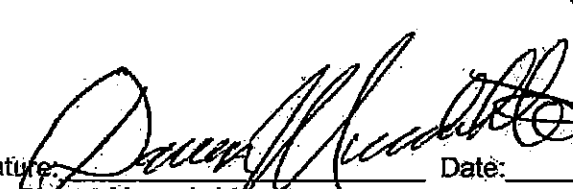
We look forward to working with you and the Issuer in connection with the issuance of the Bonds.
We appreciate your business.

Sincerely,



Lindsey Rea
Managing Director
RAYMOND JAMES & ASSOCIATES, INC.

Acknowledgement:



Signature: _____
Mayor Darren Musselwhite
City of Southaven

Date: _____

2-7-2020

CC: Butler Snow LLP, Bond Counsel
Government Consultants, Municipal Advisor
Butler Snow LLP, Issuer's Counsel

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT H

GOVERNMENT CONSULTANT'S IRMA LETTER

Minutes, City of Southaven, Southaven, Mississippi



GOVERNMENT
CONSULTANTS

GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

February 18, 2020

Mayor and Board of Aldermen
City of Southaven, Mississippi
8710 Northwest Drive
Southaven, Mississippi 38671

Re: City of Southaven, Mississippi
Not to Exceed \$3,500,000 City of Southaven, Mississippi General Obligation Refunding Bonds,
Series 2020 (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing you to provide certain disclosures to you as representative of the City of Southaven, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer for the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer. The underwriter, if any, has financial and other interests that differ from the Issuer, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Minutes, City of Southaven, Southaven, Mississippi

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation bonds are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer pledges to use your ad valorem taxing power, if needed, to pay principal and interest.

Minutes, City of Southaven, Southaven, Mississippi

This debt issuance is secured by a millage collected within the jurisdiction of the Issuer. The Issuer promises to collect the taxes and repay the debt to which it is pledged.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: Lynn Norris / tkw
Lynn Norris

RECEIPT ACKNOWLEDGEMENT

BY: _____ dated as of approval February 18, 2020
Signature Date
Darren Musselwhite, Mayor, City of Southaven, Mississippi
Authorized Representative's Name

Minutes, City of Southaven, Southaven, Mississippi

**EXHIBIT I
REDEMPTION NOTICE LETTERS**

Minutes, City of Southaven, Southaven, Mississippi

February 18, 2020

First Security Bank
275 Highway 6 West
Batesville, Mississippi 38606
Telephone: (662) 563-9311
Attention: dmagee@firstsecuritybk.com
tcampbell@firstsecuritybk.com

Re: Refunding of certain outstanding maturities of \$4,000,000 (original principal amount) City of Southaven, Mississippi General Obligation Bonds, Series 2008, dated July 1, 2008 (the "2008 Bonds") maturing on July 1 in the years 2021 through 2028, both inclusive (the "Refunded Bonds"), and the optional redemption of the Refunded Bonds maturing on July 1 in the years 2021 through 2028, both inclusive (the "Callable Bonds")

Ladies and Gentlemen:

Pursuant to a resolution of the Mayor and Board of Aldermen (the "Governing Body") of the City of Southaven, Mississippi (the "Issuer"), adopted on February 18, 2020, the Issuer hereby directs the refunding of the Refunded Bonds and the optional redemption of the Callable Bonds, and the Issuer does hereby irrevocably exercise its option to call for redemption the outstanding Callable Bonds effective April 1, 2020, at par, and hereby directs First Security Bank, as the Paying Agent for the Refunded Bonds (the "Paying Agent"), to take any action required under the Bond Resolution, dated July 1, 2008, by and between the Issuer and the Paying Agent securing the Refunded Bonds (the "2008 Bond Resolution"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2008 Bond Resolution and the Paying Agent is hereby authorized to utilize the funds remitted to it from the refunding monies provided by the Issuer's General Obligation Refunding Bonds, Series 2020 (the "Bonds").

From the date of the issuance of the Bonds, the Paying Agent for the Refunded Bonds shall provide for the debt service due on the Refunded Bonds and the funds for the optional redemption of the Callable Bonds from the funds provided to it by the Issuer from a portion of the proceeds of the Bonds.

It is the responsibility of the Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2008 Bond Resolution.

Sincerely,

City of Southaven, Mississippi

By _____
Mayor

Minutes, City of Southaven, Southaven, Mississippi

February 18, 2020

Hancock Whitney Bank
formerly Hancock Bank
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
Attention: corporatetrustservices@hancockwhitney.com

Re: Refunding of certain outstanding maturities of \$3,225,000 (original principal amount) City of Southaven, Mississippi General Obligation Refunding Bonds, Series 2010, dated November 30, 2010 (the "**2010 Bonds**") maturing on November 1 in the years 2021 through 2024, both inclusive (the "**Refunded Bonds**"), and the optional redemption of the Refunded Bonds maturing on November 1 in the years 2021 through 2024, both inclusive (the "**Callable Bonds**")

Ladies and Gentlemen:

Pursuant to a resolution of the Mayor and Board of Aldermen (the "**Governing Body**") of the City of Southaven, Mississippi (the "**Issuer**"), adopted on February 18, 2020, the Issuer hereby directs the refunding of the Refunded Bonds and the optional redemption of the Callable Bonds, and the Issuer does hereby irrevocably exercise its option to call for redemption the outstanding Callable Bonds effective May 1, 2020, at par, and hereby directs Hancock Whitney Bank, formerly Hancock Bank, as the Paying Agent for the Refunded Bonds (the "**Paying Agent**"), to take any action required under the Bond Resolution, dated November 2, 2010, by and between the Issuer and the Paying Agent securing the Refunded Bonds (the "**2010 Bond Resolution**"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2010 Bond Resolution and the Paying Agent is hereby authorized to utilize the funds remitted to it from U. S. Bank National Association, Brandon, Mississippi (the "**Escrow Agent**"), said refunding monies provided from the proceeds of the Issuer's not to exceed \$3,500,000 General Obligation Refunding Bonds, Series 2020 (the "**Bonds**").

From the date of the issuance of the Bonds, the Paying Agent for the Refunded Bonds shall provide for the debt service due on the Refunded Bonds and the funds for the optional redemption of the Callable Bonds from the funds provided to it by the Escrow Agent, acting for and on behalf of the Issuer, from a portion of the proceeds of the Bonds.

It is the responsibility of the Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2008 Bond Resolution.

Sincerely,

City of Southaven, Mississippi

By _____
Mayor

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING FREE PORT WAREHOUSE AD VALOREM TAX EXEMPTION TO TRICORBRAUN, INC. AS AUTHORIZED BY SECTION 27-31-51 ET. SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED

WHEREAS, TricorBraun, Inc. ("Tricor") seeks an exemption from ad valorem taxes at its warehouse operation located at 8821 Airways Blvd., Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant's finished good warehouse and in transit through the State of Mississippi and which either is moving in interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Tricor's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

WHEREAS, Tricor has filed an Application with the City of Southaven ("City") for exemption from free port tax warehouse ad valorem tax exemption; and

WHEREAS, Tricor has produced written verification and documentation to the City Board as to the authenticity and correctness of its Application; and

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

1. That Tricor ships personal property to a final destination outside the State of Mississippi during the calendar year.
2. That Tricor is qualified to make application for exemption from Freeport Warehouse Ad Valorem Tax.
3. This Mayor and Board of Alderman of the City of Southaven, Mississippi, acknowledge Tricor's contribution to the economic development of Southaven and believe that it should exercise its discretionary authority to exempt from all free port taxes to the full extent permitted by statute all personal property held in Tricor's free

Minutes, City of Southaven, Southaven, Mississippi

port warehouse and in transit through this State and which either is moving in interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Tricor's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi as authorized by Section 27-31-51 et seq. of the Mississippi Code (1972) as amended.

4. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original Application and a certified copy of the transcript of this Resolution approving said Application to the Tax Assessor of DeSoto County, Mississippi.

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

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

RESOLVED AND DONE, this 18th day of February, 2020.


Darren Musselwhite, MAYOR

ATTEST:


City Clerk



Minutes, City of Southaven, Southaven, Mississippi

Free Port Warehouse Application for License

Warehouse Name TricoBraun Inc.

Location 8921 Airways Blvd Suite 200
Street

Southaven MS 38671
City

DeSoto
County

Mailing Address 6 City Place Dr. Ste 1000, St. Louis MO 63141

Sole Owner

Partnership

Corporation

Other

(if partnership or corporation, give name, address, and title of partners or officers)

Mark Schoen

Name

Vice President, Treasurer & Ass't Secy

Title

Court Carruthers

Name

President & CEO

Title

Declan McCarthy

Name

SVP, Finance, CFO

Title

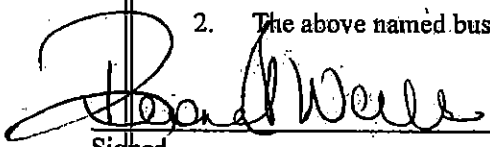
If corporation, organized under Laws of State of Missouri

When did you begin operating in Mississippi? January 4, 2020

-CERTIFICATE-

I CERTIFY:

1. The above named business ships personal property to a final destination outside the State of Mississippi during the calendar year
2. The above named business is qualified to make application for exemption


Signed

Site Lead
Title

2-11-2020
Date

Mail to: DeSoto County Tax Assessor
365 Loshier Street, Suite 100
Hernando, MS 38632

Minutes, City of Southaven, Southaven, Mississippi

CERTIFICATE OF CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, Andrea Mullen, City Clerk for the City of Southaven, Mississippi do hereby certify that this is a true and correct copy of the Resolution Granting Free Port Warehouse Ad Valorem Tax Exemption to **TRICORBRAUN, INC**, that was adopted at the Regular Meeting of the Mayor and Board of Aldermen of the City of Southaven, Mississippi on the 18th day of February 2020 and is on file in the City Clerk's Office at 8710 Northwest Drive, Southaven, Mississippi.

This the 20th day of February, 2020



Andrea Mullen, City Clerk



Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO TRICORBRAUN, INC FOR A TEN YEAR PERIOD PURSUANT TO 27-31-101 ET SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED

WHEREAS, TricorBraun, Inc. ("Tricor") located at 8921 Airways, filed with the City of Southaven ("City") for exemption from ad valorem taxation; and

WHEREAS, Tricor has produced written verification and documentation to the City as to the authenticity and correctness of its Application in regard to the true value of the prayed for exemption and the completion date of said expanded enterprise; and

WHEREAS, the City Board finds as a fact that the property described in the aforesaid Application constitutes a new enterprise which was completed on the 31st day of December, 2019 and that Tricor is entitled to the exemption sought for a period of ten (10) years for real property in the amount of \$9,510,000.00 and for a period of ten (10) years for personal property in the amount of \$551,540.28 beginning on the 1st day of January, 2020, subject to approval and certification by the Mississippi Department of Revenue.

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

1. Based on Tricor's investment in the City, the application for ad valorem tax exemption for Tricor for ten (10) years for its new enterprise for real property in the amount of \$9,510,000.00 and for ten (10) years for personal property in the amount of \$551,510.28 beginning the 1st day of January, 2020 on the property described in the Application filed by Tricor for tax exemption, be and the same is hereby approved.
2. That Tricor is hereby granted a tax exemption on ad valorem taxes, except school district, parks and library taxes and the State mandated County levies, for real

Minutes, City of Southaven, Southaven, Mississippi

property in the amount of \$9,510,000.00 for ten (10) years and personal property in the amount of \$551,510.28 for ten (10) years beginning January 1, 2020.

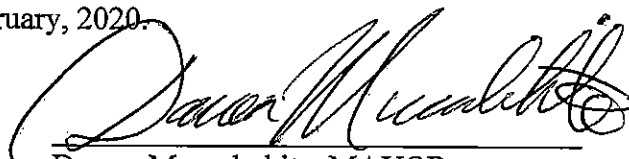
3. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and, that upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the Board of Alderman shall enter a Final Order on its minutes granting the exemption; and said Clerk shall also forward one (1) certified copy to the Tax Assessor of DeSoto County, Mississippi, and obtain the Certificate of said Tax Assessor stating that the personal property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for school district, parks and library taxes and the "mandated levies" for the duration of the exemption period only.

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

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

Minutes, City of Southaven, Southaven, Mississippi

RESOLVED AND DONE, this 18th day of February, 2020.


Darren Musselwhite, MAYOR

ATTEST:


City Clerk



Minutes, City of Southaven, Southaven, Mississippi

GUIDELINES FOR BUSINESS INVESTMENT INCENTIVE

DeSoto County, Mississippi

DATE OF APPLICATION: 01/30/2020

Type of Ad Valorem Business Investment Incentive Requested:

1. Real Property X Property Owner DRG Southaven I, LLC

Parcel # 1.08.6.24.27.0.00002.00

2. Personal Property x Owner/Applicant TricorBraun Inc

3. Free Port Warehouse x Owner/Applicant TricorBraun Inc

Description of Property:

1. The property is Leased 100 % or Owned _____ by the job creator?

2. Company Name TricorBraun Inc.

dba: _____

3. Local Mailing Address 8821 Airways Blvd Suite 200
Southaven MS 38671

4. Physical Address 8821 Airways Blvd Suite 200
Southaven MS 38671

5. Local Contact Name Rhonda Walls

Title Site Lead

6. Telephone Number 901-566-6016

7. Email Address taxdept@tricorbraun.com

8. Corporate Headquarters (or division) connected to this DeSoto County company:
TricorBraun Inc

Address 6 City Place Dr. Ste 1000, St. Louis MO 63141

Minutes, City of Southaven, Southaven, Mississippi

Telephone Number 314-266-6020

Tax Incentive Contact at corporate Kathy Davis

9. Size of Building:

Current square footage of building See attached square feet

Square footage of building expansion n/a square feet

10. Description of company process/product.— Describe what your company does (This information will be used to determine eligibility according to Mississippi state statute):

Wholesale Distributor of Packaging Materials

Workforce:

**Company will be required to submit a brief survey to the DeSoto Council updating them on your employment growth on an annual basis. Link to survey attached here:*

https://docs.google.com/forms/d/e/1FAIpQLSfRqHLbsCUtFeG9_jjF-p9F88PkUQ2f_iRNCW93RSd6aQOqZg/viewform?vc=0&c=0&w=1

1. Number of employees in the DeSoto County office where the incentive will apply:

A. Total # of full-time employees prior to request

B. Total number of employees added in this request

C. Total # of full-time employees

D. Total # of employees of this DeSoto County company who live in DeSoto County

1) # of full-time hourly employees

Average full-time hourly wage
excluding benefits

Average full-time hourly wage
including employer paid benefits

2) # of full-time salaried employees

Average full-time salaried wage

6

6

2

1

21

27

1

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excluding benefits	67,600
Average full-time salaried wage including employer paid benefits	67,600
3) Total # of part-time employees	0
Average part-time hourly wage excluding benefits	0
Average part-time hourly wage including benefits	0

2. Do you anticipate hiring seasonal or temporary employees?

YES _____ NO x _____

If yes, explain your company's need for seasonal or temporary help _____

3. In two years, what does your company anticipate the level of employment to be:

Full-time salaried 1 Full-time hourly 5 Part-time 0
Seasonal 0

4. Do you offer benefits to all employees? Full-time yes Part-time n/a

BENEFIT	FULL-TIME	PART-TIME
Health Insurance		
*(Provide brief description) Amount Company Pays	\$ 551 - 1,463 per month depending on coverage	\$ 0
Dental Insurance		
Amount Company Pays	\$ 36 - 81 per month	\$ 0
Vision Insurance		
Amount Company Pays	\$ 2 - 5 per month	\$ 0
Education Reimbursement (Explain program below)		
Amount Company Pays	\$ up to \$5,250 per year	\$ 0
Retirement		
Amount Company Pays	\$ 50% of 1st 6% of contribution	\$ 0
Prescription Drug		
Amount Company Pays	\$ included in health plan	\$ 0
Short Term Disability		
Amount Company Pays	\$ 60% to 100%	\$ 0
Long Term Disability		
Amount Company Pays	\$ 100%	\$ 0

*Brief description of Health Insurance 4 tiers of coverage for PPO or high deductible health plan

Tiers = single, employee plus spouse, employee plus children or family

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5. Education Reimbursement: On the job _____ University X
Technical License _____ Technical Certification _____

6. Education Program Description: Reimbursement of courses directly related to current role or for
career growth at an accredited college/university after completing 60 days of employment. Courses
are to be pre-approved.

7. What are your plans to recruit employees in DeSoto County? n/a

8. Estimated annual payroll at the DeSoto County facility \$ 300,000

9. Does your company have union representation in other facilities in the United States?

YES _____ NO X

A. If yes, name the union and explain any strike activity during the last five years.

B. Does your company expect union representation in DeSoto County?

YES _____ NO X

Capital Investment:

1. Amount of capital investment for this project:

Real Property Value (if applicable, % of building leased) \$ 9,510,000

Personal Property Value \$ 551,540.28

The minimum personal property capital investment to be met to be considered eligible for incentive:

5 – 25 Full-Time Employees and \$300,000

26+ Full-Time Employees and \$500,000

Expansions:

1. Is this an expansion: YES _____ NO X

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2. If this is an expansion, describe the expansion n/a

Local Economy:

1. What purchases of goods or services are made by your company from local vendors or businesses?

Typical expenditures necessary to operate and maintain our distribution center.

Transportation:

1. Modes of shipping and receiving used by this facility Freight delivery

2. Local, state and federal highways most frequently used by this facility TBD as good are delivered from multiple locations

Company Operations:

1. Locally owned YES _____ NO X _____

A. If no, where is the controlling office of your organization located?

St Louis Missouri

2. Type of industry (NAIC Code) 423840

3. Products produced n/a

4. Products distributed packaging material

5. Describe any other process carried out by this business n/a

6. Market area Regional distribution center

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7. Estimated annual sales, manufacture, or distribution \$ 15,000,000
8. Key site criteria driver to locate or expand in DeSoto County Opportunity to invest in a new facility as our previous lease came up on expiration.

Economic Council

Are you a member of the DeSoto County Economic Council? YES X NO

To promote future industrial and commercial development that will benefit your company and your new community, we require that your company become a member of the DeSoto Council and remain an active dues paying member for the duration of the business investment incentive.

Community Involvement

To encourage community partnerships, you will be required to become involved in at least one county and/or municipal charitable organization. Are there any DeSoto County charitable organizations or causes that you or your Corporate headquarters currently participate in and please list? We have included a list of local opportunities to serve and will ask you to check at least one and to follow up with the contact agency. Note checklist.

Currently investigating opportunities.

The applicant company accepts all responsibility for the preparation and filing of the partial ad valorem business investment incentive and Free Port Warehouse application and respective board presentation and approval process at both the city and county level. The DeSoto Council only serves in an advisory role and thus accepts no responsibility in the tax process.

The DeSoto Council strongly recommends that each applicant company consult and utilize its own legal counsel for the business investment incentive application, presentation and approval process. The DeSoto Council will provide referrals of recommended attorneys for this purpose to applicant companies upon request.

Minutes, City of Southaven, Southaven, Mississippi

FOREIGN TRADE ZONE (Applicable to DeSoto Trade Center site only):

Will your company be pursuing an activation of the Foreign Trade Zone?

 x Yes No

The applicant company accepts all responsibility for the preparation and filing of the partial ad valorem business investment incentive and Free Port Warehouse application and respective board presentation and approval process at both the city and county level. The DeSoto Council only serves in an advisory role and thus accepts no responsibility in the tax process.

The DeSoto Council strongly recommends that each applicant company consult and utilize its own legal counsel for the business investment incentive application, presentation and approval process. The DeSoto Council will provide referrals of recommended attorneys for this purpose to applicant companies upon request.

Minutes, City of Southaven, Southaven, Mississippi

AD VALOREM TAXES

Application of TricorBraun Inc

For investment incentive from ad valorem taxes for

A period of 10 years as authorized by

Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended.

2 (Originals) TO THE DeSoto County Board of Supervisors of DeSoto County, Mississippi

2 (Originals) TO THE Mayor and Board of Aldermen of Southaven, Mississippi

1. TricorBraun Inc files this application in triplicate for investment incentive from ad valorem taxation, and respectfully represents unto his Honorable Board as follows:

2. Applicant, TricorBraun Inc is a corporation [partnership/LLC] and domiciled in the City of Southaven, DeSoto County, Mississippi.

3. Applicant is now operating as a (specify product type) packaging materials distributor manufacturing distribution type of industry within the City of Southaven, DeSoto County, Mississippi, which factory is a bona fide (X new ___ expanded) enterprise of public utility within the meaning of Section 27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the investment incentive granted by the above Mentioned section by specific enumeration, namely (manufacturing/distribution) distribution.

4. That said enterprise was completed on the 31 day of December, 2019 within the meaning of the applicable statutes of the State of Mississippi, and therefore, the investment incentive hereby claimed should commence on said date.

5. That said (X new ___ expanded) enterprise will provide approximately 6 new jobs with an estimated annual payroll of \$ 300,000.

6. That said investment incentive of the tangible property described in "Exhibit A" should be granted for a period of 10 years from said date of completion.

7. That the true value of all property included in the investment incentive is 10,061,540.28 dollars, as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

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PRAYER

WHEREFORE, Applicant prays that this Board enter a finding that applicant's factory is in fact a
(☒ new ☐ expanded) enterprise of public utility, and that the same was completed on the
31 day of December, 20 19, within the meaning of the applicable laws of
Mississippi; and

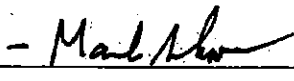
That applicant be granted an investment incentive from ad valorem taxation except *Education County Levy, Road and Bridge and Debt Service; Municipal Parks and Library taxes, and State Mandated County Levies*, as provided by law, for a period of 10 years beginning on the 1st day
of January, 20 20, upon all of the tangible property described in "Exhibition A" attached
hereto and made a part hereof, used in, or necessary to the operation of the applicant's facility in the
City of Southaven, DeSoto County, Mississippi; and

That this Board approve this application by an order resolution spread upon its minutes,
declaring that such property is exempt from all ad valorem taxation, except *Education County Levy, Road and Bridge and Debt Service; Municipal Parks and Library taxes, and State Mandated County Levies*, for a period of 10 years and forward an original of this application and a certified transcript of
such approval to the Mississippi Department of Revenue and upon approval of such application by the said
Mississippi Department of Revenue and certification of its approval, the Board will enter a final order on its
minutes granting the investment incentive herein prayed.

Respectfully submitted, this 4 day of February, 20 20.

TricorBraun Inc

Applicant

BY: Mark Schoen - 

VP - Treasurer, Assistant Secretary

Title.

ATTEST: _____

Minutes, City of Southaven, Southaven, Mississippi

FREE PORT WAREHOUSE REPORT OF INVENTORY

JANUARY 1, 20 20

Name of Warehouse TricorBraun Inc.

Location 8921 Airways Blvd Suite 200 City Southaven County DeSoto

Mailing Address 6 City Place Dr. Ste 1000, St. Louis MO 63141

1. Total value of personal property as of 1/1/20 20 . 422,000
2. Estimated percentage of personal property to be shipped within Mississippi. 9%
3. Amount of personal property to be assessed (Multiply Item 1 times Item 2). 37,980

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the

31 day of January, 2020.

By M. A. H. H.

Title VP - Treasurer, Assistant Secretary

This report shall be submitted to the Tax Assessor no later than March 31st of each year.

Minutes, City of Southaven, Southaven, Mississippi

Exhibit A

Real Property

Land Cost:	234,000.00
Building:	<u>9,276,000.00</u>
Total Real Property	9,510,000.00

Personal Property

Machinery & Equipment & Furniture & Fixtures	448,366.08
Leashold Improvements	<u>103,174.20</u>
Total Personal Property	551,540.28

Grand Total:	10,061,540.28
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Minutes, City of Southaven, Southaven, Mississippi

Exhibit B Asset Listing

System #	Class	Acquisition Date	FA Description	Value	Acquisition Year
Furniture & Fixtures					
FAF-000351	10	10/31/2004	STACK CHAIRS	961.40	2004
FAF-000726	10	8/10/2011	TOSHIBA COPIER/SCANNER	7,125.00	2011
FAF-000861	10	10/1/2014	2 STEELCASE CHAIRS	1,560.73	2014
FAF-000938	10	12/1/2019	PMC Furniture - Cubes..	37,946.92	2019
FAF-00939	10	12/1/2019	Furniture & Prints	4,783.94	2019
Total Furniture & Fixtures				52,377.99	
Machinery & Equipment					
MAE-000055	12	2/28/1999	PALLET JACK	525.01	1999
MAE-000058	12	7/31/2008	RAYMOND 4400 MODEL 440	1,080.00	2008
MAE-000571	12	8/1/2014	5 CHARGER STANDS	3,598.70	2014
HDW-001832	12	6/1/2014	LEXMARK PRINTER X792DE	5,713.22	2014
HDW-002115	12	7/1/2016	SAMSUNG TV FOR VIDEO CONFERENC	275.45	2016
HDW-002136	12	7/1/2016	TV FOR CONFERENCE ROOM	1,440.43	2016
HDW-002148	12	4/1/2016	POLYCOM UNIT & INSTALL FEES	13,439.85	2016
HDW-002247	12	4/1/2017	2 THINKPAD T460'S w 2 MONITORS	3,640.00	2017
HDW-002354	12	12/1/2017	CISCO IP PHONE	2,158.66	2017
MAE-000737	12	10/1/2017	WHIRLPOOL REFRIGERATOR	883.94	2017
MAE-000739	12	12/1/2017	STRETCH WRAPPER	11,892.78	2017
HDW-002390	12	5/1/2018	DESKTOP COMPUTERS	4,799.00	2018
MAE-000802	12	12/1/2019	RAYMOND SIT DOWN	16,563.00	2019
MAE-000803	12	12/1/2019	DOUBLE DEEP REACH FORKLIFT	146,353.13	2019
MAE-000805	12	12/1/2019	2 RAYMOND FORKLIFTS	121,491.22	2019
MAE-XXXXXX	12	12/1/2019	RACKING	62,133.70	2019
Total Machinery & Equipment				395,988.09	
Total F&F & M&E				448,366.08	
Leasehold Improvements					
LHI-000590	14	12/1/2019	Wiring	93,571.64	2019
LHI-XXXXXX	14	12/1/2019	Sign Works	9,602.56	2019 *
Total Leashold Improvement				103,174.20	
GRAND TOTAL				551,540.28	

Minutes, City of Southaven, Southaven, Mississippi

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

**AS TO MISSISSIPPI FORMATTING
REQUIREMENTS PREPARED BY:**

**Dudley B. Bridgforth, Esq.
Bridgforth, Buntin & Emerson, PLLC
5293 Getwell Road
Southaven, Mississippi 38672
(662) 393-4450**

MS Bar No. 4547

RETURN TO:

**Philip F. Head, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
(615) 244-6380**

**INDEXING INSTRUCTIONS: Lot 2 of Final Plat Haywood Davis 2 Lot S/D, NE 1/4 of
Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash
in hand paid, and other good and valuable consideration, the receipt of all of which is hereby
acknowledged, I

**DRG AIRWAYS, LLC
1817 Patterson Street, Suite 200
Nashville, Tennessee 37203
Phone: (615) 969-8177
GRANTOR**

Minutes, City of Southaven, Southaven, Mississippi

does hereby sell, convey and quitclaim unto

DRG Southaven I, LLC
1817 Patterson Street, Suite 200
Nashville, Tennessee 37203
Phone: (615) 969-8177
GRANTEE

the following described property, together with any and all improvements thereon, lying and being situated in DeSoto County, Mississippi, being more particularly described as follows:

Lot 2 of Final Plat, Haywood Davis 2 Lot Subdivision, in the northeast quarter of Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 114, Page 32 in the Office of Chancery Clerk of DeSoto County, Mississippi, being more particularly described per the survey by Pickering Firm, Inc. dated July 19, 2018, Project # 25486.00, as follows:

BEGINNING at a found 1 inch pipe in the west right-of-way of Airways Boulevard (public paved road, 106 feet wide) at the southeast corner of Lot 1 of the WN Stateline Subdivision as recorded in Plat Book 56-Page 49 and said point of beginning being South 00 degrees 00 minutes 28 seconds West-345.00 feet and 89 degrees 59 minutes 34 seconds West-53.00 feet from the Northeast corner of Section 24, Township 1 South, Range 8 West (no monument found, reproduced per Plat at Book 114, Page 32) and said point of beginning being further located at Mississippi State Plane Coordinates (NAD 83-West) of 1997755.26 feet North and 2399419.78 feet East;

> thence following along the west right-of-way of Airways Boulevard, South 00 degrees 00 minutes 28 seconds West-518.43 feet to a found steel t-post at the Northeast corner of the Cooper Lighting, Inc. property per Warranty Deed of record Book 436-Page 283 and said found steel t-post being further located at Mississippi State Plane Coordinates (NAD 83-West) of 1997236.83 feet North and 2399419.71 feet East;

> thence leaving the west right-of-way of Airways Boulevard and following along the north line of the Cooper Lighting property, South 89 degrees 56 minutes 27 seconds West-729.58 feet to a found 1 inch pipe at the southeast corner of Parcel 1 of the Market Subdivision-First Revision as recorded in Plat Book 30-Page 24 and said found 1-inch pipe being further located at Mississippi State Plane Coordinates (NAD 83-West) of 1997236.08 feet North and 2398690.13 feet East;

> thence following along the east line of said Parcel 1, North 00 degrees 33 minutes 06 seconds West-519.11 feet to a found 1/2 inch rebar at the southwest corner of Lot 1 of the Haywood Davis 2 Lot Subdivision as recorded in Plat Book 114-Page 32;

> thence following along the south line of Lot 1 of the Haywood Davis 2 Lot Subdivision and south line of Lot 1 of the aforesaid WN Stateline Subdivision, North 89 degrees 59 minutes 34 seconds East-734.65 feet to the POINT OF BEGINNING.

[Signature on Following Page]

Minutes, City of Southaven, Southaven, Mississippi

WITNESS MY SIGNATURE, this 14th day of March, 2019.

DRG AIRWAYS, LLC, a Delaware limited liability company

By: [Signature]
Name: Jarvis Madison Loka, II

Title: Manager

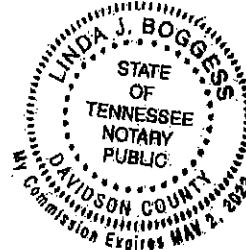
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of March, 2019, within my jurisdiction, the within named Jarvis Madison Loka, II who acknowledged that he is the Manager of DRG Airways, LLC, a Delaware limited liability company, and that for and on behalf of the said DRG Airways, LLC and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said DRG Airways, LLC so to do.

[Signature]
NOTARY PUBLIC

My commission expires:

5-8-2022



Minutes, City of Southaven, Southaven, Mississippi

CERTIFICATE OF CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, Andrea Mullen, City Clerk for the City of Southaven, Mississippi do hereby certify that this is a true and correct copy of the Resolution Granting exemption from Ad Valorem Taxation to **TRICORBRAUN, INC**, that was adopted at the Regular Meeting of the Mayor and Board of Aldermen of the City of Southaven, Mississippi on the 18th day of February 2020 and is on file in the City Clerk's Office at 8710 Northwest Drive, Southaven, Mississippi.

This the 20th day of February, 2020



Andrea Mullen, City Clerk



Minutes, City of Southaven, Southaven, Mississippi

ProCareServices

stryker®

Sales Rep Name: Julie Riekhof
ProCare Service Rep: Ben Aylor

3800 E. Centre Ave
Portage, MI 49009

Date: 1/31/2020
ID #: 200130000116

PRO-CARE PROPOSAL SUBMITTED TO:

Account Number: 1270969
Account Name: City of Southaven
Account Address: 8710 Northwest Dr
City, State Zip: Southaven, MS 38671

Name: Leslie Duke
Title: EMS
Phone: (662) 671-2607
Email:

PRO-CARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6390	Power-LOAD	EMS Prevent	5	3		\$25,965.00
2	6506	Power Cots	EMS Prevent	6	3		\$23,130.90

PROGRAM INCLUDES:

EMS Prevent:
*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$49,095.90
	Discount	20%
	FINAL TOTAL	\$39,276.72

Stacy Cochensparger 2/13/20
Stryker Signature Date

Start Date: 2/7/2020
End Date: 2/6/2023
Jimmy Balliant 2/19/20
Customer Signature Date

Purchase Order Number (MUST INCLUDE HARD COPY)

☐ Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
Information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
pricing valid for 30 days.

All
**Quote

Minutes, City of Southaven, Southaven, Mississippi

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	6390	2018012400337	EMS Prevent
2	6390	140740886	EMS Prevent
3	6390	161240762	EMS Prevent
4	6390	141139744	EMS Prevent
5	6390	160139706	EMS Prevent
6	6506	160139768	EMS Prevent
7	6506	140740855	EMS Prevent
8	6506	141141407	EMS Prevent
9	6506	170140139	EMS Prevent
10	6506	180840248	EMS Prevent
11	6506	180740998	EMS Prevent

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SERVICE AGREEMENT - CITY OF SOUTHAVEN, MISSISSIPPI (REVISED 12/2020)

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and City of Southaven, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker, upon approval of Customer, may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within forty-five (45) days (as mandated by Mississippi law) from the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Services will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

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10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions; (2) accidents; (3) catastrophe; (4) acts of god; (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel; (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

IN NO INSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism; acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

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17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-249) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information, except such disclosure as may be required for purposes of public meetings, minutes or the like; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates, or except as noted in (a) above. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration. Stryker is aware that Customer is a Mississippi governmental entity. Customer 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, Customer does not waive any rights it may have to object to, contest, or refuse to comply with any provision of the Agreement that is impermissible by operations of the laws of the State of Mississippi.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

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NEW PROJECT INDUCEMENT AGREEMENT

This New Project Inducement Agreement (this "Agreement") is made and entered into effective as of the Effective Date (as defined herein) by and among the DeSoto County Economic Development Council (the "EDC"), DeSoto County, Mississippi, acting by and through its Board of Supervisors (the "County"), the City of Southaven, Mississippi, acting by and through its Board of Aldermen (the "City"), and together with the EDC and the County, the "Inducers" and each an "Inducer"), and Medline Industries, Inc., an Illinois corporation (the "Company"). The City, the County and Company may be referred to herein each as a "Party" or collectively as the "Parties."

RECITALS

A. **WHEREAS**, the Company and/or one or more Affiliates thereof will acquire, develop, construct, install, equip and operate a new warehouse and distribution facility for the distribution of medical supplies to a continuum of health care providers (the "Project", as more particularly defined herein) on the Project Site (as defined herein) located in the City and the County, and in the State of Mississippi (the "State");

B. **WHEREAS**, the Company and the Project qualify for assistance under the Mississippi Health Care Zone Industry Act, pursuant to Section 57-117-1 *et seq.*, Mississippi Code of 1972, as amended (the "Code"), and the MDA has certified the Project as a health care industry facility, as defined in Code Section 57-117-3(a), and has granted and issued to the Company Health Care Industry Certificate No. HC-32, a copy of which is attached as Exhibit "A" hereto (the "HCI Certificate");

C. **WHEREAS**, the aggregate cost of the Project (as defined herein) will exceed the \$10,000,000 minimum capital investment and result in the creation of twenty-five (25) or more new, full-time jobs, each as required by Code Section 57-117-3 for the payment of a fee in lieu of ad valorem taxes by a qualified health care industry facility pursuant to Code Sections 27-31-104 and 57-117-1 *et seq.*;

D. **WHEREAS**, the Inducers acknowledge that the Company could locate the Project in another municipality, county and/or state, and the Company would not have pursued the Project at the Project Site without the benefits made available by the Code and this Agreement;

E. **WHEREAS**, the Inducers desire to encourage the Company to locate the Project in the City and the County for the benefit of the citizens thereof, and of the State, and their respective constituents, and the Inducers and the Company each acknowledge that the agreements contained herein constitute significant inducements which the Company has taken into account in connection with the decision to locate the Project in the City, the County and the State;

F. **WHEREAS**, the Parties are desirous of having their agreed upon proposals, inducements, commitments, and obligations with respect to the Project set forth in a valid, binding and enforceable agreement;

G. **WHEREAS**, the Inducers understand and acknowledge that the Mississippi Development Authority (the "MDA"), acting on behalf of the State, has separately issued to the Company its commitment to provide one or more grants of State and/or federal funds to incentivize the Company to locate the Project in the State and to create and maintain jobs in the State in connection therewith, and as a result of such commitment of State and/or federal funds by the MDA, the governing board of the each Inducer is expressly authorized to enter into this binding Agreement in accordance with Code Section 17-25-27, which Agreement shall therefore also be binding upon any future governing board thereof;

H. **WHEREAS**, on the date the last Party hereto executes this Agreement (the "Effective Date"), this Agreement shall become the legally binding obligation of the Company and each of the Inducers for and in consideration of the Company's decision to locate the Expansion Project within the City and County, and for and in consideration of the Inducers' support and incentives provided herein; and

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I. **WHEREAS**, all statutory references made in this Agreement, unless otherwise specified, shall be deemed to refer to the Mississippi Code of 1972, as amended, (the "Code").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the Parties hereto hereby agree as follows:

ARTICLE I. DEFINITIONS; TERMINOLOGY OF AGREEMENT

Section 1.01 Defined Terms.

- (a) "ACE Grant" has the meaning ascribed to such term in Section 4.01(a) hereof.
- (b) "ACE Grant Agreement" has the meaning ascribed to such term in Section 4.01(a) hereof.
- (c) "Adjoining Parcel" means, collectively, those parcels of real property located due south of the Project Site, which adjoining parcel(s) are not owned by the Company and are collectively bounded by (i) the Project Site to the north, (ii) Interstate 55 to the east, (iii) and Highway 51 to the west and Star Landing Road to the south.
- (d) "Affiliate" means any Person which Controls, is Controlled by, or is under common Control with the Company.
- (e) "Agreement" has the meaning ascribed to such term in the Preamble hereof.
- (f) "Applicable Accounting Rules" shall mean the accounting principles generally recognized as applicable to the Company and its Affiliates and pursuant to which the Company regularly prepares and maintains its financial and accounting books and records and which specifically incorporate Generally Accepted Accounting Principles or International Financial Reporting Standards, as appropriate.
- (g) "Applicable Law" means any and all federal, State, County, and City rules, regulations, statutes, ordinances, permits, resolutions, judgements, orders, decrees, directives, interpretations, standards, licenses, governmental approvals, and similar binding authority, applicable to the Project and/or the performance by the Parties of their respective obligations or the exercise of their respective rights in connection with this Agreement.
- (h) "Back-End Exemptions" shall have the meaning ascribed to such term in Section 9.04 hereof.
- (i) "Business Day" means any day other than a Saturday, a Sunday, or a day on which banks, generally, and public offices are not open under the laws of the State.
- (j) "Capital Investment" shall mean any expenditures of the Company or any other Person, including any Affiliate of the Company, for the Project which can be capitalized under Applicable Accounting Rules, whether or not the Company, or its Affiliates, if applicable, elects to capitalize the same, as reflected in the Company's or such Affiliate's financial statements, including, but not limited to, all costs associated with the acquisition, installation and/or construction of, or capital leasehold interest in, any buildings and other real property improvements, fixtures, equipment, machinery, landscaping, fire protection, depreciable fixed assets, engineering and design costs and any other capitalizable costs associated with the foregoing, including, but not limited to, any costs of replacements of, repair parts for or services to repair, any of the foregoing.

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- (k) "City" has the meaning ascribed to such term in the Preamble hereof.
- (l) "City Funds" shall mean, collectively, the City Road Funds and the Fire Line Funds.
- (m) "City Road Funds" has the meaning ascribed to such term in Section 6.02 hereof.
- (n) "Code" has the meaning ascribed to such term in the Recitals hereof.
- (o) "Company" has the meaning ascribed to such term in the Preamble hereof.
- (p) "Control" (including the correlative meanings of the terms "Controlled by" and "under common Control with" and "Controlling") means with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.
- (q) "County" has the meaning ascribed to such term in the Preamble hereof.
- (r) "County Road Funds" has the meaning ascribed to such term in Section 7.01 hereof.
- (s) "DIP Grant" has the meaning ascribed to such term in Section 4.01(b) hereof.
- (t) "DIP Grant MOA" has the meaning ascribed to such term in Section 6.01 hereof.
- (u) "EDC" has the meaning ascribed to such term in the Preamble hereof.
- (v) "Effective Date" has the meaning ascribed to such term in the Recitals hereof.
- (w) "FILOT Agreement" shall have the meaning ascribed to such term in Section 9.02 hereof
- (x) "FILOT Agreement Term" shall have the meaning ascribed to the term "Term of this Agreement", as defined in the FILOT Agreement.
- (y) "Fire Line Funds" has the meaning ascribed to such term in Section 6.03 hereof.
- (z) "Fire Line Improvements" shall mean the fire water line improvements described in Schedule 1.01(y), to be constructed or installed by the City in accordance with this Agreement.
- (z) "Full-Time Job" shall mean a job requiring a minimum of 1,820 hours of an employee's time per year for an entire normal work year of the Company's operations or a job for which the employee is otherwise paid for 1,820 hours for such annual period; and which job did not exist at any other Company facility (or any Affiliate's facility) located within the State before the Effective Date, and shall include such employment of the Company and/or one more Affiliate's thereof only at the Project Site.
- (aa) "HCI Certificate" has the meaning ascribed to such term in the Recitals hereof.
- (bb) "Inducer" or "Inducers" has the meaning ascribed to such term in the Preamble hereof.
- (cc) "Investment Commitment" has the meaning ascribed to such term in Section 3.02(a) hereof.
- (dd) "Jobs Commitment" has the meaning ascribed to such term in Section 3.02(b) hereof.
- (ee) "MDA" has the meaning ascribed to such term in the Recitals hereof.

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(ff) "MDA Grant" and "MDA Grants" shall have the respective meanings ascribed to such terms in Section 4.01(b) hereof.

(gg) "Party" and "Parties" shall the respective meanings ascribed to such terms in the Preamble hereof.

(hh) "Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(ii) "Project" means the proposed new (approximately 1.2 million square feet) distribution facility for the distribution of medical supplies to a continuum of medical providers to be acquired, developed, constructed, installed, equipped, operated and maintained on the Project Site by the Company and/or one or more Affiliates thereof.

(jj) "Project Completion Date" shall mean the later of the following dates: (a) the date of issuance of one or more certificates of occupancy for the principal building(s) constructed or caused to be constructed by the Company on the Project Site, and (b) the date that the Company commences commercial operations of the Project on the Project Site (i.e., commences shipping medical supplies warehoused on the Project Site to one or more medical providers).

(kk) "Project Site" means the real property described in **Exhibit B** attached hereto, which is located at 3510 Highway 51 N, Southaven, MS 38672.

(ll) "Road Improvements" shall mean those public road improvements described in Schedule 1.01(kk), to be constructed or installed by the City in accordance with this Agreement.

(mm) "State" has the meaning ascribed to such term in the Recitals hereof.

(nn) "Tax Incentives" has the meaning ascribed to such term in Section 9.01 hereof.

(oo) "Water Improvements" shall mean the water line improvements described in Schedule 1.01(oo), to be constructed, installed and operated by the City in accordance with this Agreement.

Section 1.02 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after the Effective Date.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Unless otherwise noted, the terms "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation."

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Any references to Articles and Sections in this Agreement shall be deemed to be references to the Articles and Sections in this Agreement except or unless the context or express terms of this Agreement may otherwise provide, specify or dictate.

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(e) The word "days" as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day.

(f) Any reference to Applicable Law shall be read to mean as the Applicable Law, as amended from time to time, except to the extent that a Party's obligation to comply or perform was satisfied prior to such amendment.

(g) The recitals hereto contain statements of fact and/or expressions of intention and are incorporated into and made part of the substance of this Agreement.

ARTICLE II. GENERAL OBLIGATIONS OF THE PARTIES

Section 2.01 Company's Commitments. For and in consideration of the commitments of each of the Inducers as expressed herein, the Company agrees to acquire, develop, construct, install, operate and maintain, and/or cause one or more Affiliates thereof to acquire, develop, construct, install, operate and maintain, the Project on the Project Site in accordance herewith, and to perform its other commitments stated herein.

Section 2.02 Inducer Commitments. For and in consideration of the commitments of the Company as expressed herein, the Inducers each agree to perform their respective commitments stated herein.

ARTICLE III. THE COMPANY COMMITMENTS

Section 3.01 Location of the Project. The Company acknowledges and agrees that the Project will be located on the Project Site.

Section 3.02 Project Commitments. The Company hereby agrees, warrants and commits that the Project will result in the following:

(a) a Capital Investment in the Project on the Project Site by the Company and/or any other Person, including any Affiliates of the Company, from any source or combination of sources, excluding any funds contributed by the Inducers, in accordance with this Agreement, of not less than Forty-Six Million Dollars (\$46,000,000) by no later than the fifth (5th) annual anniversary of the Project Completion Date (the "Investment Commitment"); and

(b) the creation on the Project Site of no fewer than four hundred fifty (450) new, Full-Time Jobs in the City and County on or before the fifth (5th) annual anniversary of the Project Completion Date (the "Jobs Commitment"). The Parties hereby agree that such Full-Time Jobs relocated and maintained in satisfaction of the Jobs Commitment may be direct employees of the Company and/or any Affiliate thereof provided that such Full-Time Jobs are located on the Project Site in connection with the Project. For purposes of this Agreement, the Parties agree that a Full-Time Job shall be deemed maintained if it is filled within ninety (90) days after having been vacated.

Section 3.03 Future Grant of Road Right-of-Way. Without limiting the respective obligations of the City and County set forth herein regarding the Road Improvements, the City and County have advised the Company that (a) one or both them may, in the future, elect to extend Pepperchase Drive to connect it with either Star Landing Road to the south or to Mississippi Highway 51 to the east, and (b) either such alternative will require (i) certain approvals of the Mississippi Department of Transportation and/or the Mississippi Transportation Commission and (ii) the acquisition by the City of a road right-of-way across a portion of the Adjoining Parcel. Should the City and/or County obtain such Mississippi Department of Transportation and/or the Mississippi Transportation

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Commission and acquire the requisite road right-of-way across Adjoining Parcel, the Company hereby agrees that it shall, upon request by the City and/or County donate to the City and/or County, as applicable, such road right-of-way across the Project Site needed to connect the end of Pepperchase Drive to Star Landing Road or Highway 51, as conten[plated above; provided, however, such donation of said road right-of-way by the Company shall be located only upon that portion of the Project Site depicted on **Exhibit "C"** attached hereto. For the avoidance of any confusion, the Company shall have no obligation to donate any road right-of-way across any portion of the Project Site except for that portion thereof specifically depicted as right-of-way or potential future road route on **Exhibit "C"**.

ARTICLE IV. THE MDA COMMITMENTS

Section 4.01 MDA Grants. Although the MDA is not a party hereto, the Parties acknowledge that the MDA has provided a written commitment to the Company pursuant to which the MDA agreed to provide the following MDA Grants (as defined below) in support of the Project:

(a) *ACE Grant.* An ACE Fund grant made pursuant to Code Section 57-1-16 and the associated MDA regulations promulgated in accordance therewith in the amount of \$350,000 (the "ACE Grant"), which grant is to be disbursed through the EDC therewith to reimburse the Company or the City, as applicable, for those Project-related expenditures made thereby which are eligible for reimbursement under applicable State law and approved by the MDA. The Parties each acknowledge that the obligations of the MDA to make and disburse the ACE Grant is subject to the submission of an application by the EDC, and terms and conditions of the ACE Grant Agreement between the MDA, the EDC and the Company setting forth the specific terms and conditions of the ACE Grant and obligations of the parties to such agreement (the "ACE Grant Agreement"). To the extent that such application has not been submitted prior to the Effective Date hereof, the EDC and the Company hereby agree to cooperate with one another to complete and submit the ACE Grant application as promptly as possible.

(b) *DIP Grant.* A Development Infrastructure Program grant made pursuant to Section 57-61-36 of the Mississippi Code of 1972, as amended, and regulations promulgated by the MDA in connection therewith in the amount of \$3,541,000 (the "DIP Grant" and together with the ACE Grant, the "MDA Grants" and each a "MDA Grant"), which grant is to be made to, and disbursed through, the City to fund or reimburse the City for eligible expenses incurred thereby to construct the Road Improvements. The Parties each acknowledge that the obligations of the MDA to make and disburse the DIP Grant is subject to the submission of an application by the City, and the negotiation and execution of a DIP Grant agreement between the MDA and the City, and the DIP Grant MOA between the City and the Company, each setting forth the specific terms and conditions of the DIP Grant and obligations of the respective parties to such agreement. To the extent that such application has not been submitted prior to the Effective Date hereof, the City and the Company hereby agree to cooperate with one another to complete and submit the DIP Grant application as promptly as possible.

ARTICLE V. THE EDC COMMITMENTS

Section 5.01 ACE Grant. Subject to the issuance and disbursement of the ACE Grant by the MDA, as described in Article IV hereof, the EDC agrees to serve as the grantee for the ACE Grant and to take such actions as may be customary, reasonable and necessary to cause such grant proceeds to be remitted directly, or indirectly through the EDC, to the Company to reimburse it for those Project-related expenditures made thereby which are eligible for reimbursement under applicable State law and approved by the MDA. In connection with the provision of the ACE Grant, the EDC and the Company have executed or shall execute an ACE Fund Program Grant Agreement (the "ACE Grant Agreement") with the MDA, which sets forth the specific terms and conditions of the ACE Grant and obligations of the parties to such agreement. Notwithstanding any provision of this Agreement or the ACE Grant Agreement to the contrary, the Company shall be solely responsible for the any penalties or repayment of the ACE Grant, or any portion thereof, resulting from the failure by the Company to satisfy its job creation and/or capital investment requirements set forth in the ACE Grant Agreement. The Company hereby assigns all of its rights to

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receive any of the ACE Grant proceeds to the City in order for the City to utilize such funds to construct and install the Water Improvements pursuant to Section 6.04 hereof.

ARTICLE VI. THE CITY COMMITMENTS

Section 6.01 DIP Grant. The City shall make proper application to the MDA for, and subject to the MDA's approval of said application, receive therefrom, the DIP Grant, the proceeds of which shall be used by the City to fund the Road Improvements in accordance herewith. In connection with the provision of the DIP Grant, the City and the Company shall have executed a Development Infrastructure Program Grant Memorandum of Agreement (the "DIP Grant MOA"), which shall set forth the specific terms and conditions of the DIP Grant and obligations of the parties to such agreement. Notwithstanding any provision of this Agreement or the DIP Grant MOA to the contrary, the Company shall be solely responsible for any penalties or repayment of the DIP Grant, or any portion thereof, resulting from the failure by the Company to satisfy its job creation and capital investment requirements set forth in the DIP Grant MOA.

Section 6.02 Road Improvements. In addition to using the available DIP Grant proceeds and County Road Funds, the City shall contribute up to Two Hundred Fifty Thousand Dollars (\$250,000) (the "City Road Funds") to fund one-half (1/2) of those costs to the construct of the Road Improvements which are not otherwise first funded using the DIP Grant proceeds in accordance with Section 8.01. The City shall complete the Road Improvements no later than December 31, 2021, using the DIP Grant proceeds, County Road Funds and City Road Funds, in accordance with the provisions of Article VIII, with such completion to be evidenced by the opening of such Road Improvements by the City to 24 hour a day, 7 day a week public traffic.

Section 6.03 Fire Line Improvements. The City shall contribute up to Two Hundred Thousand Dollars (\$200,000) (the "Fire Line Funds") to fund the construction of the Fire Line Improvements, and the City shall complete the construction and installation of the Fire Line Improvements no later than December 31, 2021, using the Fire Line Funds, with such completion to be evidenced by the availability of fire protection water transported by the Fire Line Improvements to the Project Site.

Section 6.04 Water Improvements. The City hereby represents and warrants to the Company that the City has the right to serve potable water to the Project Site and must therefore be the party responsible for constructing, installing and operating the Water Improvements described herein. Subject to the issuance and disbursement of the ACE Grant by the MDA, and compliance by the EDC and the Company with their respective obligations set forth in Section 5.01 hereof, the City shall complete the construction and installation of the Water Improvements, and begin operating, and providing potable water to the Project Site via, such Water Improvements no later than December 31, 2021, using the proceeds of the ACE Grant, with such completion to be evidenced by the availability of fire protection water transported by the Fire Line Improvements to the Project Site. No portion of the ACE Grant proceeds shall be used by the EDC or the City for any purpose except to fund the Water Improvement unless such other use is expressly approved by the Company in writing.

ARTICLE VII. THE COUNTY COMMITMENTS

Section 7.01 County Road Funds. The County shall contribute and provide to the City up to Two Hundred Fifty Thousand Dollars (\$250,000) (the "County Road Funds"), as needed, to one-half (1/2) of those costs to the construct of the Road Improvements which are not otherwise first funded using the DIP Grant proceeds in accordance with Section 8.01. The County will tender to the City the County Road Funds within forty five (45) days from the date the contract for construction of the Road Improvements is awarded by the City.

ARTICLE VIII. FUNDING EXPENDITURES

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Section 8.01 Funding Waterfall. With respect to the DIP Grant, the City Funds and the County Road Funds, the City and County agree that such funds shall be expended by the City has follows:

(a) The entirety of the costs to fund the Road Improvements shall be funded using the proceeds of the DIP Grant;

(b) After the balance of the DIP Grant is expended in accordance with the preceding subsection (a), all other unpaid costs of the Road Improvements shall be funded using the City Road Funds and the County Road Funds in equal amounts from each such source of funds; and

(c) In the event that entirety of the Road Improvements are fully funded by using the sources of funds as described in the preceding subsections (a) and (b), (i) any remaining balance of the City Road Funds shall be used to fund the Fire Line Improvements which are not otherwise funded using the Fire Line Funds pursuant to Section 6.03, and (ii) any remaining balance of the County Funds shall be reimbursed to the County pursuant to Section 8.02

Section 8.02 Refund of Unused County Road Funds. Upon completion of construction of the Road Improvements, and following the payment of all costs and expenses incurred by the City in connection therewith, the City shall promptly prepare a final accounting report describing any remaining balance of the County Road Funds, together with a break-down of those costs and expenses for the Road Improvements funded using the DIP Grant proceeds versus City Road Funds versus County Road Funds; and the City shall provide such final accounting report to the County. The City shall refund to the County any excess County Road Funds (*i.e.*, any County Road Funds not expended in accordance with Section 8.01) within sixty (60) days following the completion of construction of the Road Improvements, as evidenced by (a) the completion by the contractor thereof of all outstanding punch list items, if any; and (b) the disbursement by the City to the such contractor of all payments due thereto under the Road Improvement construction contract and any change orders thereto approved by the City, together with any and all retainage amount(s).

ARTICLE IX. PROPERTY TAX INCENTIVES

Section 9.01 Generally. Pursuant to existing State laws, the County and City each agrees to provide the tax incentives set forth in this Article IX (collectively, the "Tax Incentives").

Section 9.02 Fee-in-Lieu of Ad Valorem Taxes. Pursuant to Code Sections 27-31-104, 27-31-105(2) and 57-117-1 *et seq.*, as applicable, on or promptly following the Effective Date, the County and the City shall enter a fee-in-lieu of ad valorem tax agreement with the Company in substantially the form attached hereto as **Exhibit "C"** (the "FILOT Agreement").

Section 9.03 Free Port Warehouse Exemption. Upon proper and timely application by the Company to each of the County and the City, the County and the City each agree to issue to the Company a "free port warehouse license" for the Project pursuant to Code Section 27-31-51 *et seq.*, to designate the Project as a "free port warehouse" and to approve, pursuant to Code Section 27-31-53, a free port warehouse ad valorem tax exemption for the maximum duration authorized by State law, exempting from all ad valorem taxes all of the Project's inventory held for shipment to a destination outside of the State.

Section 9.04 Back-End Exemptions. Any capitalized term used in this Section 9.04, which is not otherwise expressly defined in this Agreement, shall have the meaning ascribed to such term in the FILOT Agreement. With respect to any Late Addition Property which does not enjoy a full ten (10)-year benefit under the FILOT Agreement due to its having been placed in service in a year other than the First Assessment Year, following the expiration of the Term of this Agreement the County shall, upon the timely and proper submission of an application therefor, grant the Company and/or any Additional Participant any ad valorem exemptions for which the Late Addition Property is eligible under Code section 27-31-101, Code section 57-10-255, Code section 57-10-439, or any other

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Code section that might apply (the "Back-End Exemptions"). Any Back-End Exemption shall be for a period not to exceed ten (10) years from the date the Late Addition Property first became taxable, and shall be for the full period of eligibility remaining under the applicable statute. The following example illustrates how Late Addition Property and the Back-End Exemptions are handled under this Agreement:

EXAMPLE: Assume that the Company buys a new piece of equipment in year nine (9) of the FILOT Agreement Term as a new piece asset or to replace an existing asset. The new piece of equipment is "Property" and "Late Addition Property" as defined in the FILOT Agreement. Based on the date this Late Addition Property became taxable in the County and City (i.e., Year 10 of the FILOT Agreement Term), this Late Addition Property enjoys the tax benefits offered by the FILOT Agreement for only four (4) years, even though the Late Addition Property would have been eligible for a full ten (10) year ad valorem tax exemption under Code section 27-31-101, 27-31-105 and/or other applicable statutes. At or prior to the expiration of FILOT Agreement (in year 15), the County and City will each grant, upon the timely and proper submission of an application therefor, an ad valorem tax exemption under Code section 27-31-101 or -105, as applicable, for an additional five (5) year period. The result of this is that the Late Addition Property will enjoy the benefits of the FILOT Agreement for the first five (5) years and the Back-End Exemption offered by Code section 27-31-101 or -105, as applicable, for the subsequent five (5) years, but its cumulative exemption period cannot and will not exceed ten (10) years in total.

Subject to the provisions of Section 9.03 and this Section 9.04, and any exemptions granted in accordance therewith and herewith, following the expiration of the FILOT Agreement Term, all Property shall thereafter be taxed in full based on the ad valorem taxability and true value of that Property as of such date in accordance with applicable State laws and regulations without giving effect to any provisions of this Agreement or the FILOT Agreement.

ARTICLE X. REMEDIES FOR FAILURE TO PERFORM

Section 10.01 DIP Grant. Remedies for any failure by the Company to perform its obligations with respect to the DIP Grant are or shall be set forth in the DIP Grant MOA.

Section 10.02 ACE Grant. Remedies for any failure by the Company to perform its obligations with respect to the ACE Grant are or shall be set forth in the ACE Grant Agreement.

Section 10.03 Investment Commitment Default. In the event that the Company defaults on its Investment Commitment, as set forth in Section 3.02(a) (i.e., fails to make or cause to be made the Capital Investment of at least Forty-Six Million Dollars (\$46,000,000) as required by Section 3.02(a) by no later than the fifth (5th) annual anniversary of the Project Completion Date), the following shall apply:

(a) *City Clawbacks.* The Company shall repay to the City the percentage of the City Funds actually disbursed or caused to be disbursed by the City in accordance herewith, which equals the percentage of the Investment Commitment not performed on or before the fifth (5th) annual anniversary of the Project Completion Date. The City shall provide the Company with written notice of any such default and the Company will be given thirty (30) days following receipt of such notice to cure such default prior to any repayment becoming due and payable.

(b) *County Clawbacks.* The Company shall repay to the County the percentage of the County Road Funds actually disbursed or caused to be disbursed by the County in accordance herewith, which equals the percentage of the Investment Commitment not performed on or before the fifth (5th) annual anniversary of the Project Completion Date. The County shall provide the Company with written notice of any

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such default and the Company will be given thirty (30) days following receipt of such notice to cure such default prior to any repayment becoming due and payable.

Section 10.04 Jobs Commitment Default. In the event that the Company defaults on its Jobs Commitment, as set forth in Section 3.02(b) (i.e., fails to create or cause to be created on the Project Site no fewer than four hundred fifty (450) new, full-time jobs on or before the fifth (5th) annual anniversary of the Project Completion Date as required by Section 3.02(a)), the following shall apply:

(a) *City Clawbacks.* The Company shall pay the City an amount calculated in accordance with the following formula:

$$a * (1 - (b / 450)),$$

where "a" equals the amount of the City Funds actually disbursed by the City in accordance herewith, and "b" equals the actual number of new, full-time jobs created or caused to be created by the Company on the Project Site as of the fifth (5th) annual anniversary of the Project Completion Date.

The City shall provide the Company with written notice of any such default and the Company will be given thirty (30) days following receipt of such notice to cure such default prior to any repayment becoming due and payable.

(b) *County Clawbacks.* The Company shall pay the County an amount calculated in accordance with the following formula:

$$a * (1 - (b / 450)),$$

where "a" equals the amount of the County Road Funds actually disbursed by the County in accordance herewith, and "b" equals the actual number of new, full-time jobs created or caused to be created by the Company on the Project Site as of the fifth (5th) annual anniversary of the Project Completion Date.

The County shall provide the Company with written notice of any such default and the Company will be given thirty (30) days following receipt of such notice to cure such default prior to any repayment becoming due and payable. The Company's total repayment obligations under this Article X shall not exceed (a) to the City, the amount of the City Funds disbursed by the City in accordance with this Agreement; and (b) to the County, the amount of the County Road Funds disbursed by the County in accordance with this Agreement. Notwithstanding the foregoing, no provision of this Agreement is intended to limit the obligations of the Company to make any payments or reimbursements pursuant to the DIP Grant Agreement and/or the ACE Grant Agreement.

ARTICLE XI. MISCELLANEOUS

Section 11.01 Entire Agreement. This Agreement constitutes the essential agreement between the Company and the Inducers for the purposes stated herein, and no other offers, agreements, understandings, warranties, or representations exist between the Company and the Inducers except with respect to any fee-in-lieu of ad valorem tax agreement entered into between the Company, the City and the County pursuant to Code Section 27-31-104 and other applicable laws.

Section 11.02 Severability. If any clause, provision or paragraph of this Agreement is held to be illegal or invalid by any court, or improper or untenable, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

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Section 11.03 Amendments. Any amendments, revisions or other modifications to this Agreement shall be in writing and signed by all of the Parties hereto.

Section 11.04 Waiver. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver thereof. In the event any provision contained herein shall be waived by any Party hereto, such waiver shall apply to that Party only and shall not be deemed to waive any other provision hereunder.

Section 11.05 Further Assurances. The Parties agree to execute and deliver such additional instruments and documents, provide such additional financial or technical information, and to take such additional actions as may be reasonably required from time to time in order to accomplish the realization of the incentives contained herein.

Section 11.06 Coordination of Public Announcements and Other Events. The Inducers hereby agree to fully cooperate with the Company to coordinate all press releases, other announcements, events and publications concerning the Project including, without limitation, the initial press release announcing the Project, and in no event shall any initial press release announcing the Project be released unless and until it is first approved by the EDC and the Company.

Section 11.07 Governing Law; Venue. This Agreement shall be governed solely and exclusively by the laws of the State. Any legal suit, action or proceeding against any Party arising out of or relating to this Agreement may be instituted solely and exclusively in any appropriate court of competent jurisdiction located in Desoto County, Mississippi.

Section 11.08 Notices. All communications and notices expressly provided for herein shall be sent, by registered first class mail, postage prepaid, or by nationally recognized courier for delivery on the next Business Day, or by telecopy (with such telecopy to be promptly confirmed in writing sent by mail or overnight courier as aforesaid) as follows:

to the Company at: Medline Industries, Inc.
Attn: Robert Kievert,
Director, Tax Compliance and Audit
Three Lakes Drive
Northfield, IL 60093

with a copy to: Jones Walker, LLP
Attn: Christopher S. Pace
190 East Capitol Street
Suite 800
Jackson, MS 39201

to the County at: Desoto County Board of Supervisors
Attn: President, Board of Supervisors
365 Loshier Street, Suite 300
Hernando, MS 38632

to the City at: City of Southaven, Mississippi
Attn: Mayor
8710 Northwest Dr.
Southaven, MS 38671

and to the Tax Assessor at: Desoto County Tax Assessor
365 Loshier Street, Suite 100
Hernando, MS 38632

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and to the Tax Collector at: Desoto County Tax Collector
 365 Loshier Street, Suite 110
 Hernando, MS 38632

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 11.08.

Section 11.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.

Section 11.10 Assignment. No Party hereto may assign its interests in and to this Agreement, unless all other Parties hereto shall first consent in writing to such assignment; provided, however, that the Company may assign its interests in and to this Agreement to any Affiliate thereof provided that such Affiliate assume, via written agreement to do the same, all of the Company rights and obligations set forth herein. Upon the occurrence of any such permitted assignment by the Company to any Affiliate thereof, the Company shall notify each of the Inducers, in writing, of such assignment within thirty (30) days following the effective date thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, the County, the City, the EDC and the Company have executed this Agreement on the actual dates set forth opposite their respective names with the understanding that the effective date of this Agreement is the date shown in the first paragraph of this Agreement.

DESOTO COUNTY, MISSISSIPPI

By: _____
Jessie Medlin
President, Board of Supervisors

ATTEST & SEAL:

Date: _____, 2020

Clerk, Board of Supervisors

CITY OF SOUTHAVEN, MISSISSIPPI

By: _____
Darren Musselwhite
Mayor

ATTEST & SEAL:

Date: _____, 2020

City Clerk

DESOTO COUNTY ECONOMIC DEVELOPMENT COUNCIL

By: _____
James Flanagan,
President/CEO

Date: _____, 2020

MEDLINE INDUSTRIES, INC.

By: _____
Michael Drazin
Chief Financial Officer

Date: _____, 2020

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Schedule 1.01(y)

Fire Line Improvements

The City shall construct and install two (2) twelve (12) inch combination fire water supply lines (which lines will also serve potable water) that extend approximately five (5) feet into the east side of the Medline Property with one (1) crossing approximately located at the MDOT station 1426+00 of Interstate 55 and the second crossing approximately located at the MDOT station 1407+48 of Interstate 55 with each crossing consisting of approximately 400 feet of boring and casing under Interstate 55 and connecting to an existing 12 inch water main on the east side of Old Airways Road.

See the attached map for a further depiction/description of the Fire Line Improvements.

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Schedule 1.01(kk)

Road Improvements

The City shall construct an extension of the existing Pepper Chase Drive comprised of the following: a 24 foot wide two-lane frontage road with four (4) foot shoulders and open ditches approximately 7,900 linear feet extending from the end of the existing Pepper Chase Drive at the intersection of Turman Drive just south of the Landers Center and running along the west side of Interstate 55 with a connection into the existing Research Drive and terminating along the eastern boundary of the Project Site immediately east of the Project such that vehicles can access such extended public roadway from the Project Site, as more particularly depicted and described on the site plan and map attached hereto.

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Schedule 1.01(oo)

Water Improvements

The City shall construct and install two (2) twelve (12) inch combination potable water supply lines (which lines will also serve fire protection water) that extend approximately five (5) feet into the east side of the Medline Property with one (1) crossing approximately located at the MDOT station 1426+00 of Interstate 55 and the second crossing approximately located at the MDOT station 1407+48 of Interstate 55 with each crossing consisting of approximately 400 feet of boring and casing under Interstate 55 and connecting to an existing 12 inch water main on the east side of Old Airways Road.

See the attached map for a further depiction/description of the Water Improvements.

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EXHIBIT "A"

HCI Certificate

(see attached)

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EXHIBIT "B"

Project Site Description

(see attached)

113.416 acres located on Highway 51, North of Star Landing in Southaven, MS, being a part of Parcel No. 2 08 6 13 00 0 00008 00, being located in the Northwest Quarter, part of the Northeast Quarter, part of the Southwest Quarter and part of the Southeast Quarter, Section 13, Township 2 South, Range 8 West of Desoto County, Mississippi.

And which parcel is further identified as the property assigned the following address: 3510 Highway 51 N, Southaven, MS 38672

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EXHIBIT "C"

**Portion of the Project Site Upon Which the Company Agrees to
Donate a Future Road Right-of-Way Pursuant to Section 3.03**

(see attached diagram/map)

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EXHIBIT “D”

Form of FILOT Agreement

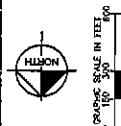
(see attached)

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K:\MEM_LDE\059977018 - Médiane Southaven\Cadd\Exhibits\2020-01-08_Pepperchase Extension Exhibit\Pepperchase Extension ROW Exhibit.dwg 24 x 36 Plot Layout Jan 13, 2020 11:51am by: Lindsey.Hearon



Kimley»Horn



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

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

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the Property be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, as the Property has no value to the City and its citizens due to the fact that they are not mechanically sound, and the Property removed from the fixed assets inventory; and

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

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

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

Motion was made by Alderman Brooks and seconded by Alderman Wheeler 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 Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

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RESOLVED AND DONE, this 18th day of February, 2020.

Darren Musselwhite

Darren Musselwhite, MAYOR

ATTEST:



Andree Mullen

CITY CLERK

Minutes, City of Southaven, Southaven, Mississippi



To: Chief Macon Moore
From: Major Brent Vickers
Date: February 14, 2020
Re: Surplus Property Request – Police Vehicles

Chief Moore,

The below listed vehicles have reached the end of their usable mechanical and safety limits. I am requesting that they are declared surplus property so that they can be removed from asset inventory and disposed of in accordance of state law.

UNIT	YEAR	MAKE	MODEL	VIN #	ASSET	MILES
1393	2000	FORD	CROWN VIC	2FAFP71WXYX121395	1019	N/A
1455	2003	FORD	CROWN VIC	2FAFP73W33X113516	1084	150,301
1458	2003	FORD	EXPEDITION	1FMRU15W23LA62948	1087	166,741
3007	2007	FORD	CROWN VIC	2FAFP71W67X142694	3311	N/A
3009	2007	FORD	CROWN VIC	2FAFP71WX7X142696	3312	N/A
3032	2008	FORD	CROWN VIC	2FAFP71V38X159428	3711	158,434
3041	2008	FORD	CROWN VIC	2FAFP71V48X159437	3720	147,047
3062	2010	FORD	CROWN VIC	2FABP7BV5AX130712	4550	167,613
3117	2013	CHEV	TAHOE	1GNLC2E06DR338665		89,020

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Brent Vickers", is written over a horizontal line.

Major Brent Vickers
Police Services
Southaven Police Department

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 Police Department ("City") is presently in possession of Surplus Equipment, specifically, Ray Allen K9 Transport Insert, ("Equipment"; and

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

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

WHEREAS, the Mayor and Board of Aldermen hereby authorize that the Equipment be declared as surplus and transferred pursuant to Miss. Code 31-7-13(m)(vi) as such transfer is in the best interest of the taxpayers as it will allow for vital equipment needed by Amory Police Department to be used and allow for the City to not incur any future costs for storage, upkeep, removal, or maintenance associated with the Equipment; and

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

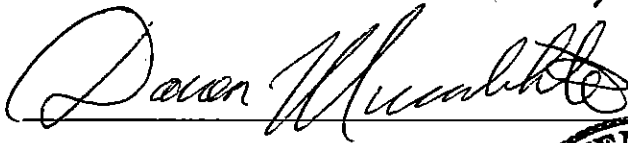
1. The Equipment be hereby declared to be surplus property and may be disposed of pursuant to Mississippi Code 17-25-25(6).
2. The Police Chief is authorized to sign an agreement with Amory Police Department on behalf of its Police Department for the transfer of the Equipment and the Mayor, City Police Chief, City Clerk and/or their designees are authorized to take any and all action to effectuate the intent of this Resolution.

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

Minutes, City of Southaven, Southaven, Mississippi

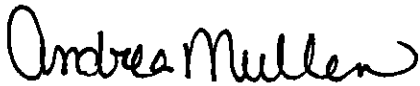
Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 18th day of February, 2020.



Darren Musselwhite, MAYOR

ATTEST:



Andrea Mullen, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

AGREEMENT FOR THE PURCHASE AND SALE OF SURPLUS PROPERTY

This agreement is made entered into, effective as of the date of the last signature of the parties hereto, by and between City of Amory ("Amory") and City of Southaven, MS (the "City");

WHEREAS, the City has found and determined that certain inventory it possesses is surplus and no longer necessary for the City's operations. In particular, the City has determined that the Ray Allen K9 Transport Insert used by the City Police Department (the "Surplus Property") is no longer of use or value to the City; and

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

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

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

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

1. Amory shall pay to the City the sum of One Dollar (the Purchase Price), for the purchase of the Surplus Property.
2. Amory shall assume the risk of loss of the Surplus Property at such time as the City gives physical possession of the Surplus Property to Amory or its agents. The City is providing the Surplus Property "AS IS" without any warranties of any kind, including, but not limited to, warranties of merchantability, fitness for a particular purpose and warranties related to the operation of the Surplus Property. Amory shall hold the City harmless from any and all claims that result from the Surplus Property. The City shall not be liable to Amory, Amory's employees, agents, guests, citizens, customers, vendors, students, contractors or any other third party or person claiming by or through Amory or any other for any loss, injury or damage caused directly or indirectly, in whole or in part by the Surplus Property.
5. Miscellaneous Provisions.
 - a. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing, approved by the governing body of each party, with such approval spread upon its official minutes, and signed by each parties' authorized representative.
 - b. The failure of any party to insist upon strict compliance by another party shall not be deemed a waiver of its right to do so in the future.

Minutes, City of Southaven, Southaven, Mississippi

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

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

e. This Agreement may be executed in counterparts, each of which shall be deemed an original.

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

CITY OF AMORY

BY: *Russell Bowers*

DATE: 02/18/2020

CITY OF SOUTHAVEN, MISSISSIPPI

BY: *Macon Moore*

MACON MOORE, POLICE CHIEF

DATE: 2-20-2020

51643687.v1

Minutes, City of Southaven, Southaven, Mississippi

RJ Young Company - Nashville		(615)255-8551	Page 1 of 2	
P.O. Box 40623 Nashville, TN 37204		(800)347-1955	Order # GKKD00	
Cost Per Copy Agreement		Customer Purchase Order		Sales Rep # 10SA18
Billing Location		Install Location		
Full Customer Name - Include Inc., Corp., LLC etc. City Of Southaven		Customer Name City Of Southaven		
Street Address 8710 Northwest Dr		Street Address 8691 Northwest Dr		
City Southaven	State MS	Zip+4 38671	City Southaven	State MS
Contact Name Wendy Haire		Phone # 662-393-8652	Fax #	
Email whaire@southaven.org		Email whaire@southaven.org		

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		IM C4500			
1	Ricoh		Finisher SR3260 (1,000 Sheet)			
1	Ricoh		Punch Unit PU3080 NA			
1	Ricoh		Paper Feed Unit PB3280 (550 x 2)			
1	Ricoh		Bridge Unit BU3090			
Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
					Total	
					Tax Exempt ☐ Yes ☒ No	
					Attach Exemption Certificate	

1) The equipment specified above will be provided at the following rates:

Commitment Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	60		\$203.80	Monthly	Monthly
Monthly Minimum Number of B&W Copies	0	Overage Rate per B&W Copy	0.007400	Monthly Minimum Number of Color Copies	0
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet	
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints	
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2	
				Agreement Includes	
				☒ Yes ☐ No Master Unit	
				☒ Yes ☐ No Color Supplies	
				☒ Yes ☐ No Drum/Photo Conductor	
				☒ Yes ☐ No Imaging Units	
				☒ Yes ☐ No Parts/Labor	
				☒ Yes ☐ No Toner/Dispersant	
				☒ Yes ☐ No Developer	
				☒ Yes ☐ No Other	
				☒ New Account ☐ Upgrade	
				☒ Additional Unit ☐ Remanufactured Equipment	
				☒ MAM ☐ Used	
				☐ Yes ☒ No MICR Toner	

Remarks:

Additional terms and conditions on page 2.		Sales Rep:	Date: 2/19/20
Signature:	Print Name: Magon Moore	Sales Manager:	Date:
Title: Chief of Police	Date: 2-19-20		



Minutes, City of Southaven, Southaven, Mississippi

COST PER COPY AGREEMENT TERMS AND CONDITIONS

Page 2 of 2

This is a non-cancelable agreement

Order #

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. ~~We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis.~~ You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to this Payment. ~~If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater, for such later date as is the maximum late allowed under applicable law.~~ You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. ~~RJY will not be held liable for any errors, property damage, loss of time or profits, consequential or incidental damages of any kind arising as a result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.~~

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification; or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year compounded annually, plus all other amounts due or that may become due under this Agreement. ~~If you have satisfied your obligations under this Section 8, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.~~

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment. In good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger of consolidation; (e) any guarantor of this Agreement dies does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions. In addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

Section 2 continued: Interest on payments which are not made within 45 days will accumulate interest at the maximum amount allow by Mississippi Law.

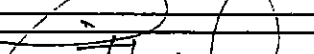
Minutes, City of Southaven, Southaven, Mississippi

RJ Young Company - Nashville				(615)255-8551				Page 1 of 2		
P.O. Box 40623 Nashville, TN 37204				(800)347-1955				Order # GKKG00		
Cost Per Copy Agreement				Customer Purchase Order				Sales Rep # 10SA18		
<i>Billing Location</i>				<i>Install Location</i>						
Full Customer Name --include Inc., Corp., LLC etc. City Of Southaven				Customer Name City Of Southaven						
				Department				County		
Street Address 8710 Northwest Dr				Street Address 8691 Northwest Dr						
City Southaven			State MS	Zip+4 38671		City Southaven			State MS	Zip+4 38671
Contact Name Wendy Haire		Phone #		Fax #		Meter Contact Wendy Haire		Phone #		Fax #
Email whaire@southaven.org.				Email						

Qty.	Manufacturer	Equip. ID.	Model	Serial Number	Unit Price	Amount
1	Ricoh		IM C3500			
1	Ricoh		Cabinet Type F			
Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
				☐ Tax Exempt ☐ Yes ☐ No Attach Exemption Certificate	Total	

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	60		\$143.24	Monthly	Monthly
Monthly Minimum Number of B&W Copies	0	Overage Rate per B&W Copy	0.008000	Monthly Minimum Number of Color Copies	0
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet	
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints	
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2	
					☐ Yes ☐ No Master Unit ☐ Yes ☐ No Color Supplies ☐ Yes ☐ No Drum/Photo Conductor ☐ Yes ☐ No Imaging Units ☐ Yes ☐ No Parts/Labor ☐ Yes ☐ No Toner/Dispersant ☐ Yes ☐ No Developer ☐ Yes ☐ No Other ☐ New Account ☐ New Equipment ☐ Upgrade ☐ Remanufactured ☐ Additional Unit ☐ Equipment ☐ MAM ☐ Used ☐ Yes ☐ No MICR Toner

Remarks: 	
Additional terms and conditions on page 2.	
Signature: _____ Print Name: Mike Moore Title: Chief of Police Date: 2-19-20	Sales Rep:  Date: 2/19/20 Sales Manager: Date:



Minutes, City of Southaven, Southaven, Mississippi

COST PER COPY AGREEMENT TERMS AND CONDITIONS

Page 2 of 2

This is a non-cancelable agreement

Order #

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. ~~We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis.~~ You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. ~~If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law).~~ You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. ~~RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damage of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.~~

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. ~~If you have satisfied your obligations under this Section 8, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.~~

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

Section 2 continued: Interest on payments which are not made within 45 days will accumulate interest at the maximum amount allow by Mississippi Law.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

Minutes, City of Southaven, Southaven, Mississippi

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



Date of Hearing:	January 27, 2020
Public Hearing Body:	Planning Commission
Applicant:	CGL Investments, LLC 319 Poplar View Lane West Suite 1 Collierville, TN 38017
Total Acreage:	NA
Existing Zone:	Planned Unit Development (Ross Family)
Location of Conditional Use Application:	Northeast corner of Church Road and Getwell Road.
Requirements for CUP:	<i>"Convenience stores shall be approved or denied by way of a conditional use permit. The permit may be granted if it is conducive to the character of the neighborhood and meets the following criteria:</i> <i>1. The proposed location is on a hard corner of a major lighted intersection;</i> <i>2. The number of existing convenience stores does not exceed two for the intersection;</i> <i>3. If the proposed location is along the opposing lanes of traffic from an existing store already servicing the traffic.</i>
Comprehensive Plan Designation:	Regional Commercial (C-4)
Staff Comments: The applicant is requesting a conditional use permit to allow a convenience store to be located on the northeast corner of Church Road and Getwell Road in Area 16 of the Snowden Grove PUD. Per the application the developer has purchased the entire 15 acres of property with the intention of creating an office/retail type setting. The C-store is shown in an 11,000 sq. ft. building situated in the center with a retail bay on each side of the store. The text associated with the Snowden Grove PUD allows for such a use in this particular area.	
Staff Recommendations: The applicant has proposed the C-store on the northeast corner of Church Road and Getwell Road both of which are major roads. This is the only remaining corner left unbuilt at this intersection which is considered a major lighted intersection. Of the three built out corners, none have a C-store which makes this application compliant with the conditions set forth in the ordinance regarding C-store location. Staff recommends approval based on these conditions.	

Minutes, City of Southaven, Southaven, Mississippi

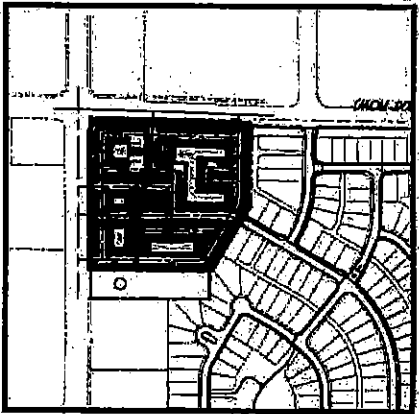
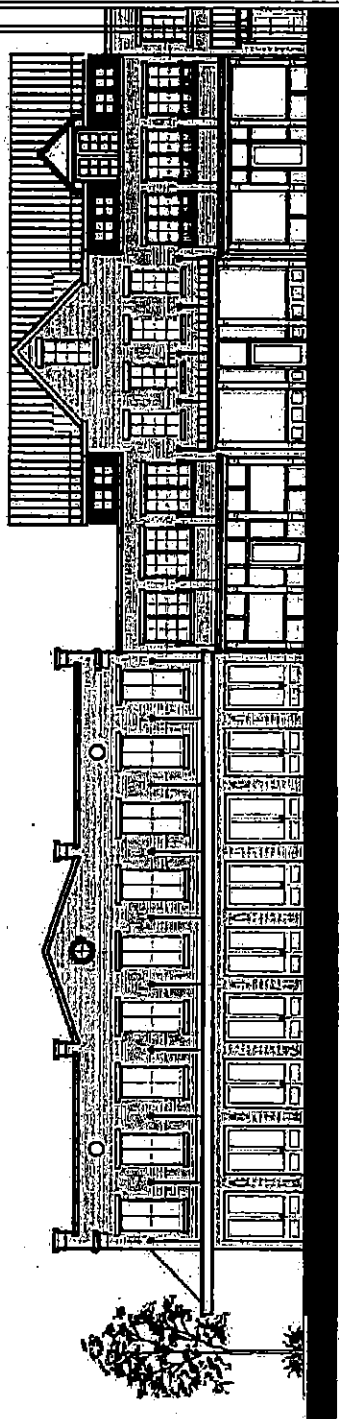
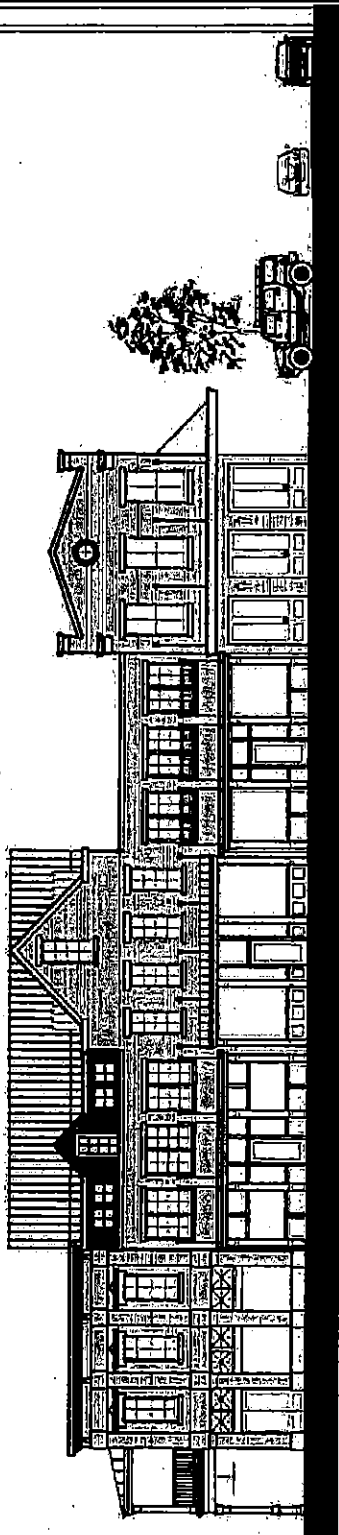
I.	Area 14 Single-Family Detached residential uses shall be permitted and regulated in the R-6 Medium Density Residential Single-Family District as modified herein. This area may be developed as a standard residential neighborhood (minimum lot size 6,000 SF) or as a retirement-oriented residential neighborhood (minimum lot size 5,000 SF) and both uses may be developed in a gated manner.	28. Pet groom 29. Photo fin 30. Photogra 31. Post office 32. Print shop 33. Restaurant 34. Specialty 35. Specialty 36. Specialty 37. Veterinary 38. Video/mult 39. Retail shop Staffed
J.	Area 17 Uses shall be permitted and regulated in the "O" Office District as modified herein.	L. Area 15 - Town Residential dw use district as
K.	Area 15 - Town Square Uses shall be permitted and regulated in the "C-4" Planned Commercial District as modified herein.	M. Area 15 - Town Office uses sh modified herei
	The following uses shall be permitted: 1. Antique store 2. Art or photo studio 3. Bakery, retail 4. Banks, financial services, savings and loan associations (no check cashing only) 5. Barber or beauty shop 6. Bed and Breakfast 7. Bookstore, with or without restaurant 8. Card shop 9. Cleaning establishment pickup and drop-off station only. 10. Clothing/shoe store 11. Computer and electronics store (Limited square footage) 12. Convenience store as conditional use; must have architectural image of square 13. Doctor or dentist offices 14. Drug store or pharmacy 15. Eyeglass store 16. Flower or plant store (Greenhouses are not allowed) 17. Furniture store, less than 10,000 SF 18. Specialty Grocery store, not to exceed 20,000 SF (Not a major chain) 19. Health club, health spa, reducing salon and similar uses 20. Jewelry store 21. Medical offices 22. Merchandise showrooms, indoor display (Conditional Use Permit required) 23. Music/dance academy (Conditional Use Permit required)	N. Area 16 Uses shall be herein. The following u 1. Antique s 2. Art or ph 3. Auto part 4. Banks, fi 5. Barber o 6. Bookstor 7. Card sho 8. Catering 9. Cell phor 10. Cleaning 11. Clothing/ 12. , nit required

Minutes, City of Southaven, Southaven, Mississippi

17. Flower or plant store (Greenhouses are not allowed)	
18. Furniture store	
19. Grocery store (requires Site Plan and Design Review Commission approval) (Conditional Use Permit required)	R. Concern and preservation of
20. Health club, health spa, reducing salon and similar uses	S. Aesthetic design and development of
21. Home decorating/paint decorating store	T. The neighborhood is designed to development of occupants of the system that use
22. Housewares	
23. Jewelry store	
24. Medical offices	
25. Music/dance academy (Conditional Use Permit required)	U. A Declaration shall be applied maintained to standards and amenities of the maintained in the land uses and
26. Music recording studio (Conditional Use Permit required)	
27. Musical instrument store	
28. News stand	
29. Nutrition/health food store	
30. Office uses	
31. Pet grooming shop without open kennel	
32. Photo finishing and photo finish pickup station	V. The neighborhood drainage ways will reflect some of the adjacent
33. Photographic processing or blueprinting	
34. Post office or postal facility	
35. Print shop	
36. Restaurant and carryout restaurant with indoor seating, and without drive-in or drive-thru facilities	W. A convenience eliminated for
37. Specialty food store	
38. Specialty gift shop	X. Applications for Commission for Final Approval
39. Specialty hardware store	
40. Sporting goods store	
41. Video/music store	
42. Retail shop, sales and services (other similar uses may be approved by the Planning Staff administratively) (Conditional Use Permit required)	It is anticipated that portions of trails and provide recreation
O. Common Open Space – C.O.S. 1 through 15	
Common Open Space shall be for the residents of the Snowden Grove Development passive recreational use. Landscaping, passive recreation and architectural elements shall be allowed including, but not limited to pathways, playgrounds, shelters and benches. The community area shall be improved to provide an area for the overall neighborhood to use as an area for community activities.	
P. Accessory uses and structures shall be permitted in accordance with the applicable provisions of the City of Southaven Zoning Ordinance pertaining to the principle use of the property as submitted and provided for in subsections A through C of this Section II	III. BULK REQUIREMENTS

Minutes, City of Southaven, Southaven, Mississippi

Minutes, City of Southaven, Southaven, Mississippi

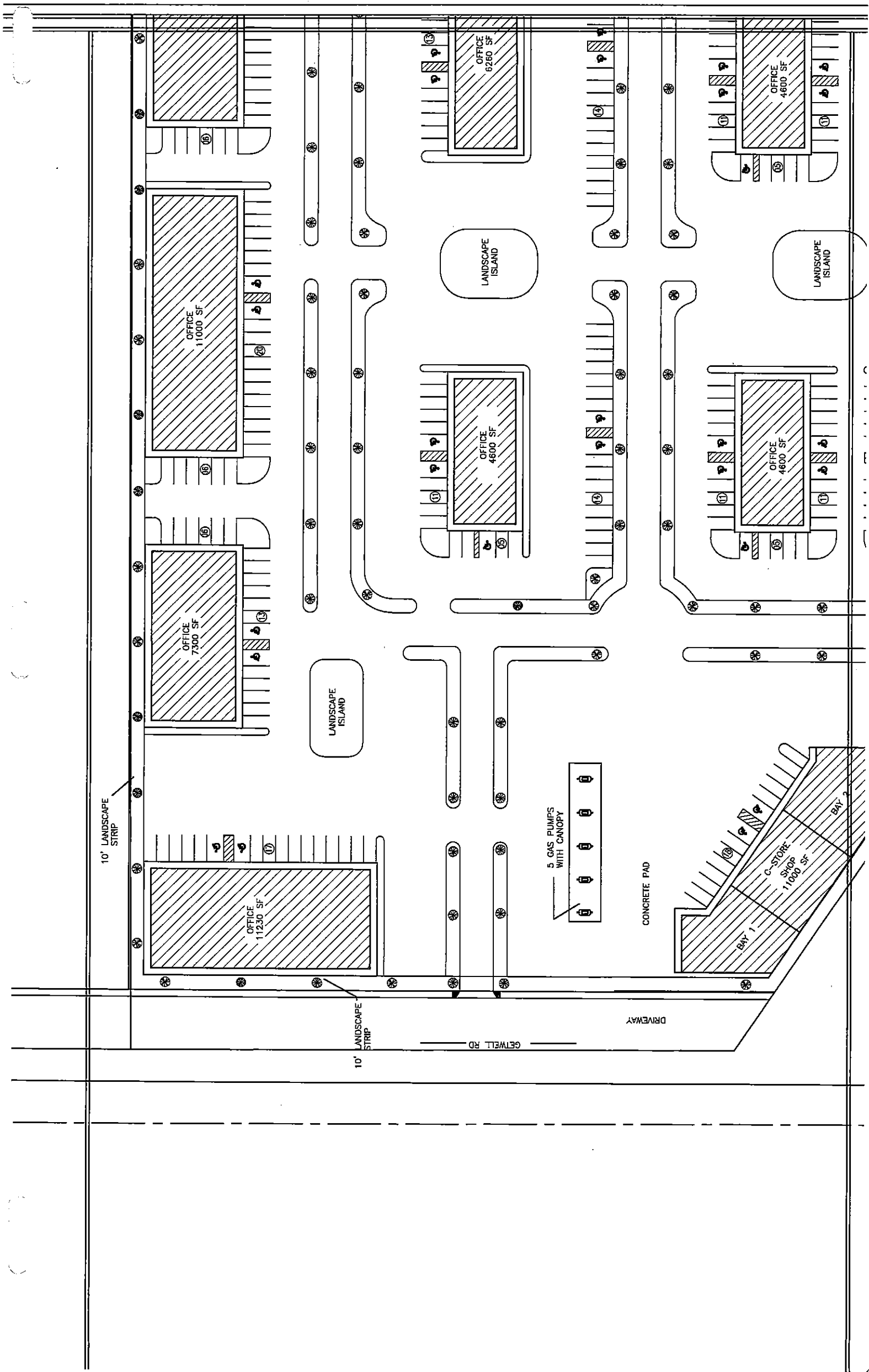


MAP KEY 1
NIB

Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi



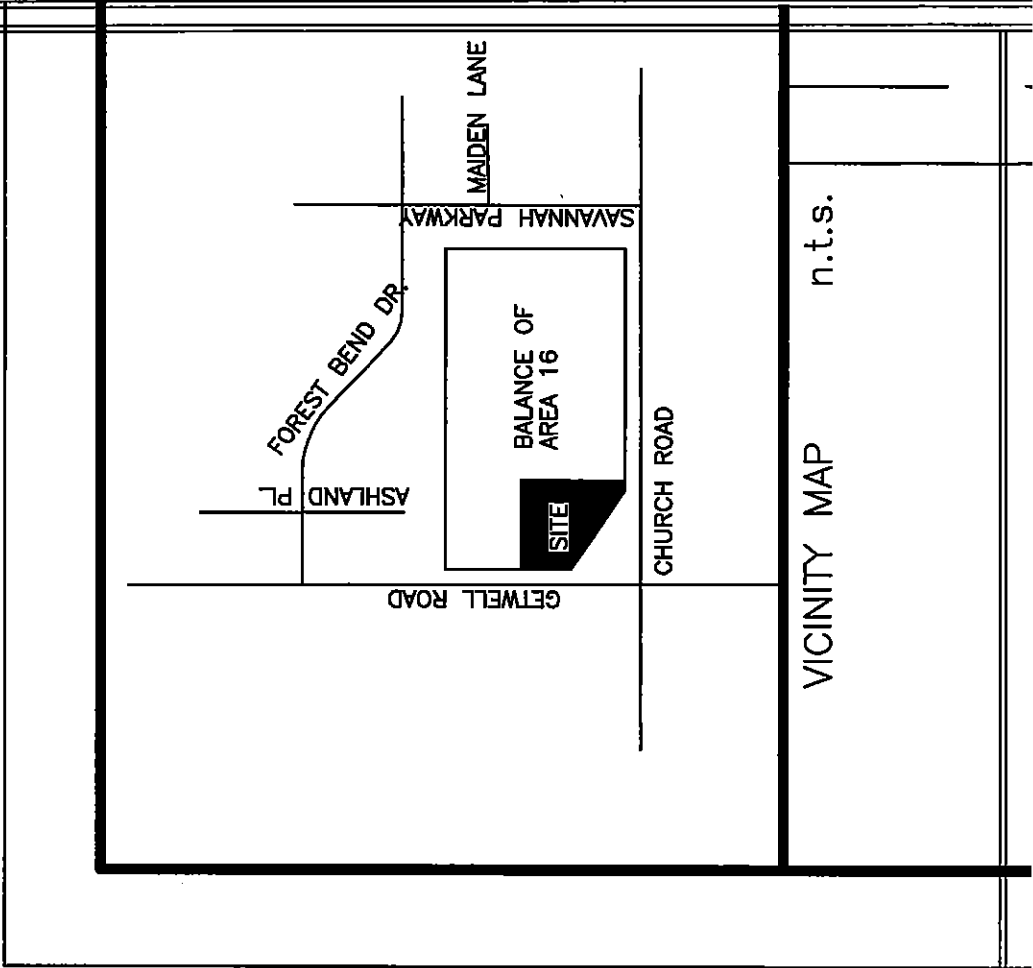
Minutes, City of Southaven, Southaven, Mississippi

City of Southaven
Office of Planning and Development
Subdivision Staff Report

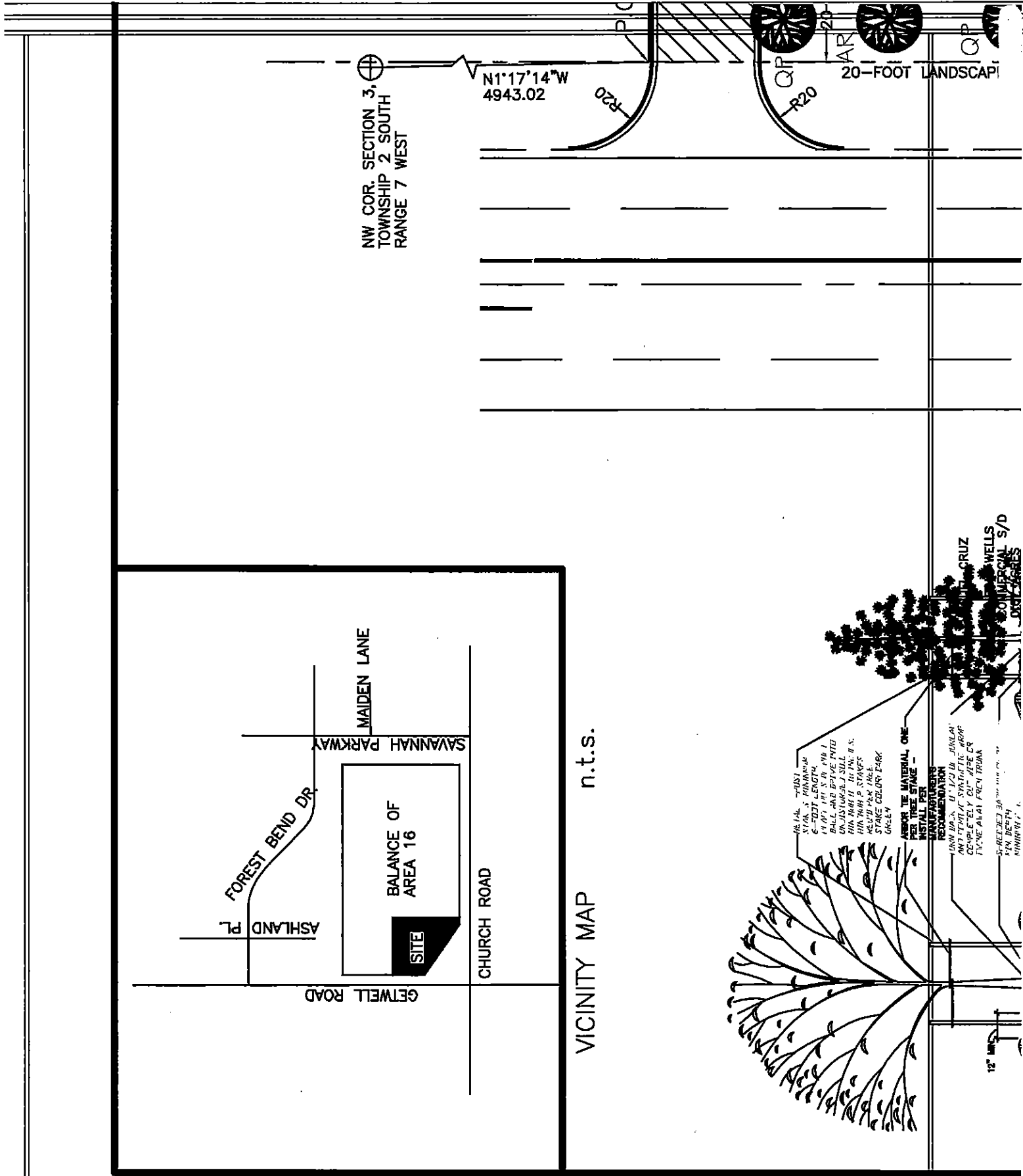


Date of Hearing:	January 27, 2020
Public Hearing Body:	Planning Commission
Applicant:	CGL Investments, LLC 319 Poplar View Lane W Suite 1 Collierville, TN 38017 901-340-0887
Total Acreage:	1.936 acres
Existing Zone:	Planned Unit Development (Snowden Grove)
Location of Subdivision Application	Northeast corner of Church Road and Getwell Road
Comprehensive Plan Designation:	Mixed Use
Staff Comments: The applicant is requesting subdivision approval for lot 1 of phase 1 Snowden Grove Area 16 on the northeast corner of Church Road and Getwell Road. The proposed lot encompasses 1.936 acres of PUD commercial property. The lot shows two potential private ingress/egresses at twenty-five (25) feet in width on both Church Road and Getwell Road. Both Church Road and Getwell Road have the 106' of right of way dedication needed prior to this submittal. The distance from the intersection to where these access points are proposed exceeds the minimum 250'. The additional acreage incorporated in this overall project is shown to remain intact with 13.3 acres still identified as a parcel.	
Staff Recommendations: The applicant has met the bulk regulations regarding commercial subdivisions. There is no right of way or improvements necessary for Church Road or Getwell Road. Staff has no comments and recommends approval.	

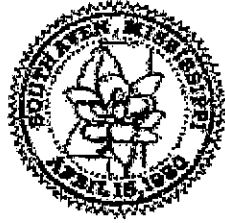
Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi



City Of Southaven Office of Planning and Development Rezoning Staff Report

City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	January 27, 2020
Public Hearing Body:	Planning Commission
Applicant:	Reginald Spight 3347 College Road 901-326-7832
Total Acreage:	3.12 acres
Existing Zoning:	Agricultural (AG)
Proposed Zoning:	Residential (R-20)
Location of Subdivision application:	South side of College Road, east of Getwell Road
Comprehensive Plan Designation:	Low Density Residential

Staff Comments:

The applicant is requesting to rezone approximately 3.12 acres of property on the south side of College Road, east of Getwell Road from Agricultural to R-20. The property has linear frontage and is addressed on College Road; however, it runs parallel to Woods Lane which heads south from College Road. The property has an existing home on the site which the applicant is planning to keep in one proposed 1.39-acre lot. The remainder of the property would be designed for three ½ acres lots which would exceed the R-20 zoning minimum. Previous to this application there has been a request to rezone from AG to R-20 on Woods Lanes which was approved. Directly adjacent on the west side of this lot there is also R-20 and R-30 zoning.

Minutes, City of Southaven, Southaven, Mississippi

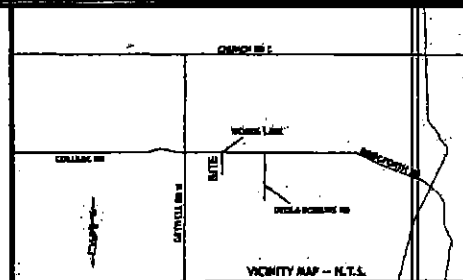
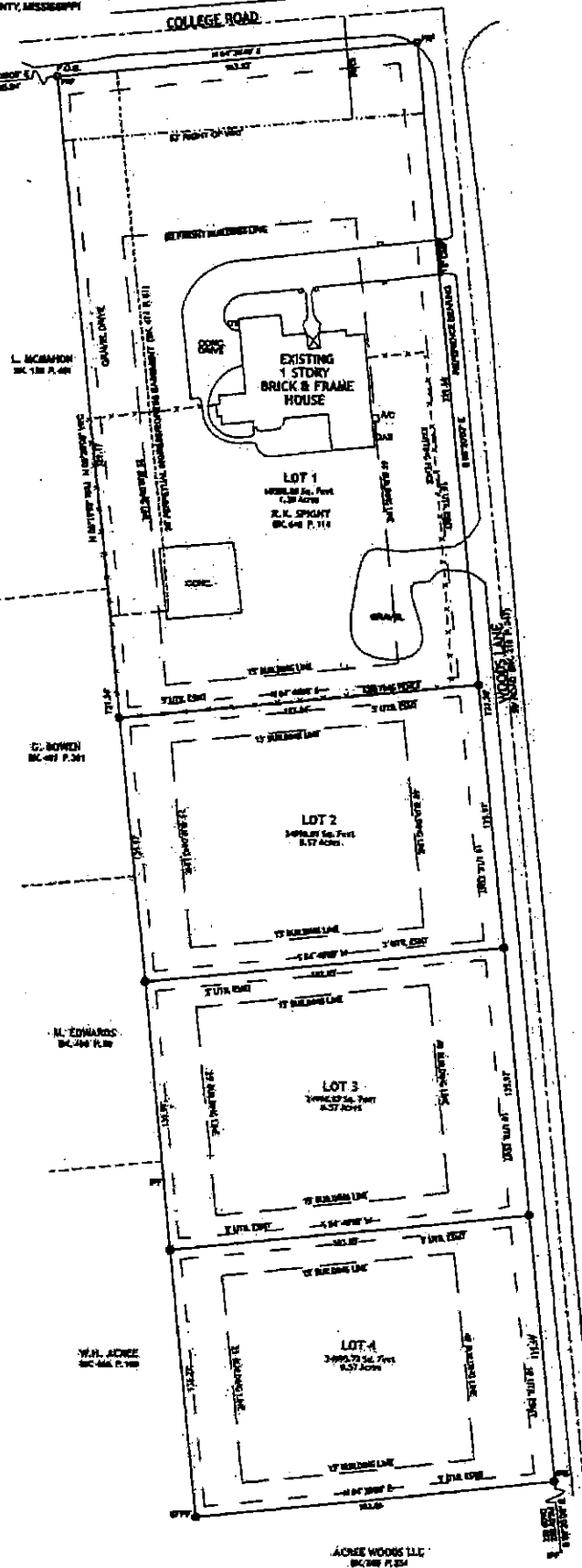
Staff Recommendations: Per the Comprehensive Plan, this area is designated as low density residential which encompasses AG, R-30 and R-20 zoning. The request from the applicant meets the comprehensive plans future land use. Additionally, as stated in the report there has been previous request for this zoning in the immediate area so this request has validity based on those approvals. The applicant has not submitted anything for a subdivision approval so they will have to follow up with a plat design prior to lots being sold or built on. All public notices have been placed on site prior the hearing deadlines. Staff recommends approval of the rezoning.	
Planning Commission Recommendation:	Motion made by: Seconded by:

Minutes, City of Southaven, Southaven, Mississippi



Minutes, City of Southaven, Southaven, Mississippi

NORTHWEST CORNER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 7 WEST,
DESBORO COUNTY, MISSISSIPPI



OWNER'S CERTIFICATE

OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY HEREBY
ADOPTS THIS SURVEY PLAN OF SUBDIVISION AND DEDICATES THE RIGHTS OF WAY FOR THE ROADS AS SHOWN HEREON
TO THE PUBLIC USE POSSESSOR, AND AGREES FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON
THIS PLAN. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO OTHER INTERESTS
ARE AND WILL BE, THIS THE _____ DAY OF _____, 2011.

SIGNATURE OF OWNER OR REPRESENTATIVE

NOTARY PUBLIC

Personally appeared before me, the undersigned authority to act as a notary public, in and for the State of Mississippi,
the undersigned (his/her name signed and delivered) the foregoing plat for the purposes herein mentioned. His/Her name my hand
and official seal of office this day of _____, 2011.

NOTARY PUBLIC

APPROVED BY THE SOUTHWEST PLANNING COMMISSION ON THIS THE _____ DAY OF _____, 2011.

CHAIRMAN OF PLANNING COMMISSION

ATTEST:

SECRETARY OF PLANNING COMMISSION

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN ON THIS THE _____ DAY OF _____, 2011.

MAYOR OF SOUTHAVEN

ATTEST:

CITY CLERK OF SOUTHAVEN

STATE OF MISSISSIPPI

COUNTY OF DESBORO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT
O'CLOCK P.M. ON THE _____ DAY OF _____, 2011, AND WAS IMMEDIATELY ENTERED UPON
THE PROPER BOOKS AND DAILY RECORDED IN PLAT BOOK _____ OF PAGE _____.

CHANCERY COURT

NOTES:

1. BEARINGS REFERENCED TO SURVEY BY CHARLES CAMPBELL, DATED: 18 JULY 2004
2. FIELD SURVEY DATED: 17 JAN 2007, 30 DECEMBER 2010
3. THIS IS A CLASS "B" SURVEY
4. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. ONLY DOCUMENTS SHOWN WERE USED TO PREPARE THIS SURVEY. OTHER DOCUMENTS MAY AFFECTING PROPERTY.
5. WATER AND SEWER SERVICE TO BE PROVIDED BY THE CITY OF SOUTHAVEN.

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES, FORMS AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALSO, ACCORDING TO FEMA MAP NO. 15003C-0211 DATED 04-JUNE-2002, THIS AREA IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

ROBERT G. JONES III, PLS 2011

THE PLATTED PROPERTY IS SUBJECT TO THOSE COVENANTS, RESTRICTIONS AND EASEMENTS AS SET FORTH IN RECORDS FILED FOR RECORD IN BOOK _____ PAGE _____ AND MAY BE SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS OR COVENANTS, IN THE OFFICE OF THE CHANCERY CLERK OF DESBORO COUNTY, MISSISSIPPI, TO WHICH DOCUMENT REFERENCE IS HEREBY MADE. ANY PROPERTY OWNER SHALL BE BOUND BY THE TERMS OF SAID DOCUMENT.

PRELIMINARY FINAL PLAT OF SPIGHT SUBDIVISION

OWNER/DEVELOPER: ARNOLD K. SPIGHT
LOCATED IN THE 1/4, 1/4, 1/4, 1/4, SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 7 WEST,
CITY OF SOUTHAVEN, DESBORO COUNTY, MISSISSIPPI
4 LOTS, 5.12 ACRES, ZONED R-20



8848 CENTRE ST. SUITE 3
SOUTHAVEN, MISSISSIPPI 38674
PH. 662-342-7222
PH. 662-342-5868

Minutes, City of Southaven, Southaven, Mississippi



The City of Southaven Docket Recap February 18, 2020

General Fund		1,116,432.47
Balance Sheet	1,421.15	
Mayor Admin	1,035.76	
Board of Aldermen	1,650.00	
Arts And Cultural Affairs	2,085.00	
Court	106,431.71	
Finance & Administration	246.56	
Information Technology	40,687.52	
City Clerk	2,382.92	
Operations Department	-	
Planning & Engineering	16,059.12	
Police	93,708.31	
Fire	38,349.96	
Fire Prevention	-	
EMS	30,376.57	
Public Works	18,410.89	
Streets	4,342.24	
Parks	69,176.63	
Park Tournaments	14,853.10	
Code Enforcement	1,288.14	
City Fuel	-	
Expense Accounts	606,932.97	
Administrative Expenses	6,220.00	
Litigation	34,886.50	
Liability Insurance	10,937.50	
Professional Dues	14,949.92	
Bond Funded CAP Proj		29,547.33
Tourist & Convention		220,704.18
Debt Service		371,814.58
Utility Fund		1,353,613.18
Sanitation Fund		228,460.19
Payroll Fund		354,484.49
DOCKET TOTAL		3,675,056.42

Minutes, City of Southaven, Southaven, Mississippi

02/13/2020 13:23
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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET C-021820

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apinvgl1a



YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

0010	500700	GENERAL FUND	RECREATIONAL FEES				
0010	031357	MUIZERS SOMER	2-7-20	336518	0	2020 5 INV A	55.00 C-021820
INVOICE:							JOB SCHEDULE/CAN'T
031357	MUIZERS SOMER		2-7-2020	FULL DESC:	0	JOB SCHEDULE/CAN'T GET TO PRACTICE	GAME-P. MUIZERS
INVOICE:					0	2020 5 INV A	55.00 C-021820
				FULL DESC:		JOB SCHEDULE/CAN'T GET TO PRACTICE	GAME H. BARNETT

ACCOUNT TOTAL 110.00
ORG 0010 TOTAL 110.00

111	610400	MAYOR ADMIN DEPARTMENT					
111	022719	UMB CARD SERVICES	1-1-20	336746	0	2020 5 INV A	436.99 C-021820
INVOICE:							UMB CREDIT CARD
030629	AMAZON CAPITAL		1DQFTDYW6Y9L	336630	0	2020 5 INV A	16.33 C-021820
INVOICE:						#ANKP067K8KPB - OFFICE SUPPLIES	

ACCOUNT TOTAL 453.32

111	626900	TRAVEL & TRAINING					
001092	MATTHEW BENDER & CO.	17116481		336597	0	2020 5 INV A	32.44 C-021820
INVOICE:		17116481				6080376001-MAYOR	
002087	MS MUNICIPAL LEAGUE	31002		336724	0	2020 5 INV A	550.00 C-021820
INVOICE:		31002				2020 MML CONG. REGISTRATION	

ACCOUNT TOTAL 582.44

ORG 111 TOTAL 1,035.76

115	626900	BOARD OF ALDERMAN					
002087	MS MUNICIPAL LEAGUE	31002		336724	0	2020 5 INV A	1,650.00 C-021820
INVOICE:		31002				2020 MML CONG. REGISTRATION	

ACCOUNT TOTAL 1,650.00

ORG 115 TOTAL 1,650.00

120	622100	ARTS AND CULTURAL AFFAIRS					
004489	JOHNSON CINDY	102-20		336790	0	2020 5 INV A	630.00 C-021820
INVOICE:						AEROBICS INSTRUCTOR (JAN. 29 & 31, FEB. 3-5-7-10)	
013370	CAIN, MARY	5-20		336194	0	2020 5 INV A	60.00 C-021820
INVOICE:						LINE DANCING (JAN. 30, 2020 - 3 HOURS)	
013370	CAIN, MARY	6-20		336506	0	2020 5 INV A	60.00 C-021820
INVOICE:						LINE DANCING (FEB. 6, 2020 - 3 HOURS)	

AEROBICS INSTRUCTOR

LINE DANCING (JAN.

LINE DANCING (FEB.

Minutes, City of Southaven, Southaven, Mississippi

02/13/2020 13:23
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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET C-021820



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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

120.00

015915 WISEMAN CYNTHIA 130-20 336221 0 2020 5 INV A 225.00 C-021820 AEROBICS (JAN. 16-2

017200 SMITH JOYCE W 131-20 336223 0 2020 5 INV A 90.00 C-021820 YOGA INSTRUCTOR - J

017272 PERKINS WENDY 130-20 336222 0 2020 5 INV A 150.00 C-021820 AEROBICS (JAN. 23-2

018134 FORRESTER SHERRY 546-20 336206 0 2020 5 INV A 630.00 C-021820 ART TEACHER (JAN. 5

021019 CAIN LINDA A 424-20 336184 0 2020 5 INV A 60.00 C-021820 LINE DANCING (JAN.

021019 CAIN LINDA A 425-20 336343 0 2020 5 INV A 60.00 C-021820 LINE DANCE CLASS (F

120.00

028876 BURCH DEBORA 1-20 336196 0 2020 5 INV A 120.00 C-021820 YOGA CLASS (JAN. 7-

ACCOUNT TOTAL 2,085.00

ORG 120 TOTAL 2,085.00

COURT DEPARTMENT

125 621500 COURT DEPARTMENT COURT BOND REFUND
031351 SHARMA MANISH 2-5-2020 336485 0 2020 5 INV A 60.75 C-021820 CASH BOND REFUND

031352 JACKSON DERRICK FRAN 2-5-2020 336345 0 2020 5 INV A 400.00 C-021820 CASH BOND REFUND

031354 HUGHES TRACY KEITH 2-7-2020 336483 0 2020 5 INV A 14.00 C-021820 CASH BOND REFUND

031355 TILLEY JAMES D 2-7-2020 336484 0 2020 5 INV A 49.00 C-021820 CASH BOND REFUND

031360 BAILEY TIA M 2-12-2020 336786 0 2020 5 INV A 200.00 C-021820 CASH BOND REFUND

031361 HULL NICHOLAS JR 2-12-2020 336785 0 2020 5 INV A 60.75 C-021820 CASH BOND REFUND

031362 REYNOLDS ZYKERSE A 2-12-2020 336784 0 2020 5 INV A 300.00 C-021820 CASH BOND REFUND

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125	621501	ACCOUNT TOTAL	1,084.50
000955 STATE TREASURER	2-3-2020	336237	0
INVOICE:			MONTHLY STATE ASSESSMENTS COLLECTION
000962 CRIME STOPPERS	2-3-2020	336234	0
INVOICE:			MONTHLY CRIME STOPPERS ASSESSMENT COLLECTION
000963 DEPT OF PUBLIC SAFETY	2-3-20	336235	0
INVOICE:			MONTHLY I.W.R.C.P. ASSESSMENT COLLECTION
000963 DEPT OF PUBLIC SAFETY	2-3-2020	336236	0
INVOICE:			MONTHLY IGNITION INTERLOCK ASSESSMENT COLLECTION
			7,180.54
			ACCOUNT TOTAL
			103,865.18
125	621505	COURT SUPPLIES	
006685 DEX IMAGING	AR4933802	336478	0
INVOICE:			MONTHLY 100 - COURTROOM 1 COPIER #2
006685 DEX IMAGING	AR4934001	336482	0
INVOICE:			MONTHLY 495 & MP7496 - COURTROOM COPIERS
006685 DEX IMAGING	AR4934168	336480	0
INVOICE:			MONTHLY 1088 - COURT OFFICE COPIER
006685 DEX IMAGING	AR4934305	336479	0
INVOICE:			MONTHLY 1087 - FILE ROOM COPIER
			190.91
007823 AMERICAN PAPER & TWI	3541602	336481	0
INVOICE:			SUPPLIES
			ACCOUNT TOTAL
			289.29
125	622100	PROFESSIONAL SERVICES	
001907 JUSTICE NETWORK	20520	336782	0
INVOICE:			TRANSLATING SERVICE FOR BERNARDO P. ALVARO-AMILCAR
017094 ALPHA REPORTING	160271SWI	336629	0
INVOICE:			TRIAL TRANSCRIPT K. CHAPMAN APPEAL
025804 BARTON MATTHEW	2-12-2020	336783	0
INVOICE:			SPECIAL PROSECUTOR - FEBRUARY 12, 2020 (1/2 DAY)
031350 WILLIAMSON CANDACE	2-5-20	336461	0
INVOICE:			SPECIAL PUBLIC DEFENDER-BRITTANY COOK(B.MURPHY CON
			ACCOUNT TOTAL
			478.10
			ORG 125
			TOTAL
			105,717.07

Minutes, City of Southaven, Southaven, Mississippi

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

145	610400	DEPARTMENT OF FINANCE & ADMIN							
145	007600	OFFICE SUPPLIES							
INVOICE:	426528953001	336207	0	2020	5	INV A	51.05	C-021820	INK - STAMP
		FULL DESC:	INK - STAMP						
		ACCOUNT TOTAL					51.05		
145	622100	PROFESSIONAL SERVICES							
018206	MCLIMAIN EDITH								
INVOICE:	2-12-20	336733	0	2020	5	INV A	115.49	C-021820	MS LICENSE RENEWAL
		FULL DESC:	MS LICENSE RENEWAL						
		ACCOUNT TOTAL					115.49		
		ORG 145					166.54		
		TOTAL							
150	610400	INFORMATION TECHNOLOGY							
007600	OFFICE DEPOT	OFFICE SUPPLIES							
INVOICE:	434085969001	336637	0	2020	5	INV A	68.66	C-021820	OFFICE SUPPLIES
		FULL DESC:	OFFICE SUPPLIES						
		ACCOUNT TOTAL					68.66		
150	610500	COMPUTERS							
000342	DELL MARKETING LP								
INVOICE:	10372090613	336327	0	2020	5	INV A	813.47	C-021820	LAPTOP - CODE ENFOR
		FULL DESC:	LAPTOP - CODE ENFORCEMENT						
000739	CDW LLC								
INVOICE:	WPV5986	336297	0	2020	5	INV A	627.56	C-021820	GETAC BATTERIES
		FULL DESC:	GETAC BATTERIES						
001102	SOUTHAVEN SUPPLY								
INVOICE:	26888	336625	0	2020	5	INV A	22.92	C-021820	ITEC SUPPLIES
		FULL DESC:	ITEC SUPPLIES						
004246	HARBOR FREIGHT TOOLS								
INVOICE:	546886	336603	0	2020	5	INV A	14.99	C-021820	ITEC SUPPLIES
		FULL DESC:	ITEC SUPPLIES						
005724	NOVAGIANT MEDIA LLC								
INVOICE:	22617	336628	0	2020	5	INV A	315.00	C-021820	WEBSITE DOMAIN RENE
		FULL DESC:	WEBSITE DOMAIN RENEWAL						
021382	PETTY CASH								
INVOICE:	2-10-2020	336533	0	2020	5	INV A	32.09	C-021820	CLERK'S OFFICE PETTY
		FULL DESC:	CLERK'S OFFICE PETTY CASH REIMB.						
024507	MONOPRICE INC								
INVOICE:	19762413	336639	0	2020	5	INV A	158.16	C-021820	CABLES
		FULL DESC:	CABLES						
026785	BEST BUY								
INVOICE:	4291434	336606	0	2020	5	INV A	99.98	C-021820	FILTERS
		FULL DESC:	FILTERS						
026785	BEST BUY								
INVOICE:	4377905	336635	0	2020	5	INV A	1,577.83	C-021820	ITEC SUPPLIES
		FULL DESC:	ITEC SUPPLIES						
026785	BEST BUY								
INVOICE:	4380214	336697	0	2020	5	INV A	79.99	C-021820	PHONE CASE
		FULL DESC:	PHONE CASE						

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YEAR/PERIOD: 2020/1 TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
150	610550							1,757.80		
000552	TYLER TECHNOLOGIES	45-288966	336452	0	2020	5	INV A	23,189.75	C-021820	QUARTERLY MAINTENANCE
INVOICE:			FULL DESC:	QUARTERLY MAINTENANCE						
007817	PROTECH SYSTEMS	SVC44665	336449	0	2020	5	INV A	2,257.00	C-021820	OFF-SITE STORAGE
INVOICE:			FULL DESC:	OFF-SITE STORAGE						
								25,446.75		
150	612500									
000424	A 2 Z ADVERTISING	53309	336602	0	2020	5	INV A	118.96	C-021820	ALLIOTMENT J. HITT
INVOICE:			FULL DESC:	ALLIOTMENT J. HITT						
000424	A 2 Z ADVERTISING	53329	336298	0	2020	5	INV A	75.00	C-021820	PAYNE & GREGORY ALL
INVOICE:			FULL DESC:	PAYNE & GREGORY ALLIOTMENT						
								193.96		
021916	MIDSOUTH SOLUTIONS	145739	336455	0	2020	5	INV A	99.98	C-021820	BOISSEAU- ALLIOTMENT
INVOICE:			FULL DESC:	BOISSEAU- ALLIOTMENT						
								293.94		
150	614000									
006919	FUELMAN	NP57686755	336328	0	2020	5	INV A	62.46	C-021820	ITEC FUEL
INVOICE:			FULL DESC:	ITEC FUEL						
006919	FUELMAN	NP57725014	336634	0	2020	5	INV A	106.07	C-021820	ITEC FUEL
INVOICE:			FULL DESC:	ITEC FUEL						
								168.53		
150	626900									
004791	NEW HORIZONS	MEM-0010486	336453	0	2020	5	INV A	2,125.00	C-021820	IT TRAINING
INVOICE:			FULL DESC:	IT TRAINING						
022093	LOMONACO CAMERON	52-7555-8842	336329	0	2020	5	INV A	165.00	C-021820	REIMBURSEMENT FOR C
INVOICE:			FULL DESC:	REIMBURSEMENT FOR CCNA EXAM-CAMERON LOMONACO						
031358	NECI	161789	336626	0	2020	5	INV A	1,580.00	C-021820	DISPATCHER TRAINING
INVOICE:			FULL DESC:	DISPATCHER TRAINING						
								3,870.00		
								33,589.87		

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

155 610400 CITY CLERK OFFICE SUPPLIES 17.27 C-021820 #ANKP067K88KPB - OF

030629 AMAZON CAPITAL 1DQFTDYMCY9L 336630 0 2020 5 INV A
INVOICE: FULL DESC: #ANKP067K88KPB - OFFICE SUPPLIES

ACCOUNT TOTAL 17.27

155 622100 PROFESSIONAL SERVICES 121.61 C-021820 2020 MONTHLY INDEX

000403 LAWRENCE PRINTING CO 44847 336604 0 2020 5 INV A
INVOICE: FULL DESC: 2020 MONTHLY INDEX

022719 UMB CARD SERVICES 1-1-20 336746 0 2020 5 INV A UMB CREDIT CARD

029120 YOUNG LEASING CO INV3497029 336584 0 2020 5 INV A AAA 52195- CITY CLERK OFFICE
INVOICE: FULL DESC: AAA 52195- CITY CLERK OFFICE
029120 YOUNG LEASING CO INV3511252 336582 0 2020 5 INV A AAA 43225-DEPUTY CLERK PRINTER
INVOICE: FULL DESC: AAA 43225-DEPUTY CLERK PRINTER
029120 YOUNG LEASING CO INV3511253 336583 0 2020 5 INV A AAA 44737- CITY CLERK PRINTER
INVOICE: FULL DESC: AAA 44737- CITY CLERK PRINTER

714.30

ACCOUNT TOTAL 870.91

155 626100 ADVERTISING 73.40 C-021820 REVISING OUTLET SHO

001185 DESOTO TIMES-TRIBUNE 300133727 336717 0 2020 5 INV A
INVOICE: FULL DESC: REVISING OUTLET SHOPS OF MID-SOUTH

ACCOUNT TOTAL 73.40

155 626900 TRAVEL & TRAINING 825.00 C-021820 2020 MML CONG. REGI

002087 MS MUNICIPAL LEAGUE 31002 336724 0 2020 5 INV A
INVOICE: FULL DESC: 2020 MML CONG. REGISTRATION

ACCOUNT TOTAL 825.00

180 610400 PLANNING / ENGINEERING DEPT OFFICE SUPPLIES 46.48 C-021820 MP6615- OFFICE SUPP

006685 DEX IMAGING AR4922409 336740 0 2020 5 INV A
INVOICE: FULL DESC: MP6615- OFFICE SUPPLIES
006685 DEX IMAGING AR4923984 336742 0 2020 5 INV A
INVOICE: FULL DESC: MP212288 - WSR03406

ORG 155 TOTAL 1,786.58

007600 OFFICE DEPOT 423624634001 336737 0 2020 5 INV A 62.70 C-021820 OFFICE SUPPLIES
INVOICE: 423624634001 FULL DESC: OFFICE SUPPLIES
007600 OFFICE DEPOT 429745909001 336744 0 2020 5 INV A 109.55 C-021820 OFFICE SUPPLIES

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DESCRIPTION

173.25

#ANKP067K88KPB - OF

WIPER BLADES
VEHICLE MAINTENANCE

VEHICLE MAINTENANCE

MUNICIPAL STAFFING

CLERK'S OFFICE PETT

2020 MML CONG. REGI

CLERK'S OFFICE PETT

15,699.03

TRAINING OFFICE - S
CID CALENDAR
INK & FOLDERS

641.67

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DESCRIPTION

SUPPLIES

CID SUPPLIES

16,900.00 C-021820 AMMO ORDER FOR THE
TATE CONTRACT

SPEIGHTS-KEY

LOWE'S CREDIT CARD

SPD- PETTY CASH
SPD-PETTY CASH

18,417.40

3051- REAREND

3051 - REAREND

3053 - COOLING SYSTEM

3071- ALTERNATOR
3133 OTT CHANCE

3124- OLD CHANGE &
3124- DIAGNOSTICS

3165 - SPOTLIGHT HA

3132- DIAGNOSTICS

3088- INSTALL WINDO

4196- DIAGNOSTICS

2,889.58

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ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

001102 SOUTHAVEN SUPPLY INVOICE: 26443	26443	336363 FULL DESC:	0 3147 - KEYS	2020 5 INV A	4.79 C-021820	3147 - KEYS
001114 UNION AUTO PARTS INVOICE: 1674794	1674794	336436 FULL DESC:	0 3144 - HANDLE	2020 5 INV A	30.87 C-021820	3144 - HANDLE
001114 UNION AUTO PARTS INVOICE: 1683807	1683807	336437 FULL DESC:	0 3105 - BRAKE SET	2020 5 INV A	153.78 C-021820	3105 - BRAKE SET
001114 UNION AUTO PARTS INVOICE: 1689833	1689833	336434 FULL DESC:	0 4191 - BRAKE SET	2020 5 INV A	189.04 C-021820	4191 - BRAKE SET
001114 UNION AUTO PARTS INVOICE: 1691622	1691622	336433 FULL DESC:	0 3122 - BRAKE SET	2020 5 INV A	311.02 C-021820	3122 - BRAKE SET
001114 UNION AUTO PARTS INVOICE: 1691881	1691881	336438 FULL DESC:	0 3153 - BATTERY	2020 5 INV A	111.96 C-021820	3153 - BATTERY
001114 UNION AUTO PARTS INVOICE: 1692650	1692650	336367 FULL DESC:	0 JAMES - WIPER BLADES	2020 5 INV A	22.66 C-021820	JAMES - WIPER BLADE
001114 UNION AUTO PARTS INVOICE: 1693708	1693708	336365 FULL DESC:	0 FUEL STABILIZER SKYCOP	2020 5 INV A	13.00 C-021820	FUEL STABILIZER SKYC

832.33

001962 IDEAL TIRE SALES INVOICE: 506888	506888	336324 FULL DESC:	0 4085 - FLAT REPAIR	2020 5 INV A	18.00 C-021820	4085 - FLAT REPAIR
001962 IDEAL TIRE SALES INVOICE: 506912	506912	336323 FULL DESC:	0 4191 - BRAKE SERVICE	2020 5 INV A	70.00 C-021820	4191 - BRAKE SERVIC
001962 IDEAL TIRE SALES INVOICE: 506922	506922	336325 FULL DESC:	0 JAMES-SENSORS, FLAT REPAIR	2020 5 INV A	56.95 C-021820	JAMES-SENSORS, FLAT
001962 IDEAL TIRE SALES INVOICE: 506993	506993	336341 FULL DESC:	0 3122 - BRAKES & FLAT REPAIR	2020 5 INV A	168.00 C-021820	3122 - BRAKES & FLA
001962 IDEAL TIRE SALES INVOICE: 506999	506999	336340 FULL DESC:	0 LOOSE FLAT REPAIR	2020 5 INV A	38.00 C-021820	LOOSE FLAT REPAIR
001962 IDEAL TIRE SALES INVOICE: 507050	507050	336339 FULL DESC:	0 3143 - BRAKE PADS	2020 5 INV A	104.95 C-021820	3143 - BRAKE PADS
001962 IDEAL TIRE SALES INVOICE: 507086	507086	336471 FULL DESC:	0 3174 - ROTATION	2020 5 INV A	69.95 C-021820	3174 - ROTATION
001962 IDEAL TIRE SALES INVOICE: 507136	507136	336596 FULL DESC:	0 4187-NEW TIRES & SENSOR	2020 5 INV A	130.00 C-021820	4187-NEW TIRES & SE
001962 IDEAL TIRE SALES INVOICE: 507187	507187	336594 FULL DESC:	0 4194 FLAT PATCH	2020 5 INV A	18.00 C-021820	4194 FLAT PATCH
001962 IDEAL TIRE SALES INVOICE: 507212	507212	336595 FULL DESC:	0 3136 - NEW TIRE	2020 5 INV A	20.00 C-021820	3136 - NEW TIRE

693.85

002098 COLEMAN TAYLOR TRANS INVOICE: 2957	2957	336177 FULL DESC:	0 3143 - OVERHAUL TRANSMISSION	2020 5 INV A	3,200.00 C-021820	3143 - OVERHAUL TRA
007304 O'REILLYS AUTO PARTS INVOICE: 1257-427877	1257-427877	336405 FULL DESC:	0 3131 - CAPSULE	2020 5 INV A	16.55 C-021820	3131 - CAPSULE
007304 O'REILLYS AUTO PARTS INVOICE: 1257-431152	1257-431152	336404 FULL DESC:	0 3130-FOG CAPSULE	2020 5 INV A	3.27 C-021820	3130-FOG CAPSULE
007304 O'REILLYS AUTO PARTS INVOICE: 1257-438269	1257-438269	336401 FULL DESC:	0 3071- KEYLESS FOB	2020 5 INV A	7.99 C-021820	3071- KEYLESS FOB

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CITY OF SOUTHAVEN
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ACCOUNT/VENDOR							
007304 O'REILLYS AUTO PARTS	1257-438622	336399	0	2020 5 INV A	39.99 C-021820		1099- FLOOR MAT
INVOICE:	FULL DESC:		1099- FLOOR MAT				
007304 O'REILLYS AUTO PARTS	1257-442184	336398	0	2020 5 INV A	9.55 C-021820		1350- CAPSULE
INVOICE:	FULL DESC:		1350- CAPSULE				
007304 O'REILLYS AUTO PARTS	1791-100313	336402	0	2020 5 INV A	16.55 C-021820		1409- CAPSULE
INVOICE:	FULL DESC:		1409- CAPSULE				
007304 O'REILLYS AUTO PARTS	1791-101363	336400	0	2020 5 INV A	256.56 C-021820		1217- MOTOR OIL
INVOICE:	FULL DESC:		1217- MOTOR OIL				
007304 O'REILLYS AUTO PARTS	1791-103493	336443	0	2020 5 INV A	149.93 C-021820		1337- BATTERY
INVOICE:	FULL DESC:		1337- BATTERY				
007304 O'REILLYS AUTO PARTS	1791-497027	336403	0	2020 5 INV A	3.19 C-021820		1341- MINI-BULB
INVOICE:	FULL DESC:		1341- MINI-BULB				
007600 OFFICE DEPOT	430379724001	336366	0	2020 5 INV A	503.58		
INVOICE:	FULL DESC:		CAR KEY TAGS		37.96 C-021820		CAR KEY TAGS
019700 CHOICE TOWING	56749	336317	0	2020 5 INV A	50.00 C-021820		3004 - TOW
INVOICE:	FULL DESC:		3004 - TOW				
022896 VALVOLINE LLC	133870050065	336427	0	2020 5 INV A	42.65 C-021820		3126- OIL CHANGE
INVOICE:	FULL DESC:		3126- OIL CHANGE				
022896 VALVOLINE LLC	133874050065	336431	0	2020 5 INV A	43.33 C-021820		4190- OIL CHANGE
INVOICE:	FULL DESC:		4190- OIL CHANGE				
022896 VALVOLINE LLC	133921050065	336429	0	2020 5 INV A	43.33 C-021820		3141- OIL CHANGE
INVOICE:	FULL DESC:		3141- OIL CHANGE				
022896 VALVOLINE LLC	134094050065	336360	0	2020 5 INV A	43.33 C-021820		3129- OIL CHANGE
INVOICE:	FULL DESC:		3129- OIL CHANGE				
022896 VALVOLINE LLC	134143050065	336460	0	2020 5 INV A	42.06 C-021820		JAMES - OIL CHANGE
INVOICE:	FULL DESC:		JAMES - OIL CHANGE				
022896 VALVOLINE LLC	134357050065	336621	0	2020 5 INV A	43.33 C-021820		4186- OIL CHANGE
INVOICE:	FULL DESC:		4186- OIL CHANGE				
022896 VALVOLINE LLC	144666050069	336432	0	2020 5 INV A	40.36 C-021820		3106- OIL CHANGE
INVOICE:	FULL DESC:		3106- OIL CHANGE				
022896 VALVOLINE LLC	144721050069	336430	0	2020 5 INV A	42.65 C-021820		3104- OIL CHANGE
INVOICE:	FULL DESC:		3104- OIL CHANGE				
022896 VALVOLINE LLC	144801050069	336428	0	2020 5 INV A	40.78 C-021820		3131- OIL CHANGE
INVOICE:	FULL DESC:		3131- OIL CHANGE				
022896 VALVOLINE LLC	144849050069	336426	0	2020 5 INV A	43.33 C-021820		3161- OIL CHANGE
INVOICE:	FULL DESC:		3161- OIL CHANGE				
022896 VALVOLINE LLC	144912050069	336362	0	2020 5 INV A	43.33 C-021820		3165- OIL CHANGE
INVOICE:	FULL DESC:		3165- OIL CHANGE				
022896 VALVOLINE LLC	144916050069	336361	0	2020 5 INV A	43.33 C-021820		3163- OIL CHANGE
INVOICE:	FULL DESC:		3163- OIL CHANGE				
022896 VALVOLINE LLC	144953050069	336458	0	2020 5 INV A	43.33 C-021820		3168- OIL CHANGE
INVOICE:	FULL DESC:		3168- OIL CHANGE				
022896 VALVOLINE LLC	144955050069	336457	0	2020 5 INV A	40.36 C-021820		3127- OIL CHANGE
INVOICE:	FULL DESC:		3127- OIL CHANGE				
022896 VALVOLINE LLC	145122050069	336620	0	2020 5 INV A	49.78 C-021820		4191- OIL CHANGE
INVOICE:	FULL DESC:		4191- OIL CHANGE				

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YEAR/PERIOD: 2020/1 TO 2020/5 ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

024433 COLLISION CENTRE SOU 2719	336318	0	2020 5 INV A	1,320.16	C-021820	3175 - BODY WORK
INVOICE: 2719	FULL DESC:	3175 - BODY WORK				
028718 TIREHUB LLC	336364	0	2020 5 INV A	489.84	C-021820	TIRES FOR FLEET
INVOICE: 12054788	FULL DESC:	TIRES FOR FLEET				
030751 PATRIOT VEHICLE GRAP 102	336640	2000082 2020 5 INV A	675.00	C-021820	VEHICLE GRAPHICS FOR	
INVOICE: 102	FULL DESC:	VEHICLE GRAPHICS FOR POLICE UN				
030773 KARZON CAR CARE LLC	336179	0	2020 5 INV A	56.99	C-021820	3073 - OIL CHANGE T
INVOICE: 830	FULL DESC:	3073 - OIL CHANGE TIRE REPAIR				
030773 KARZON CAR CARE LLC	336180	0	2020 5 INV A	119.98	C-021820	4188 - ALIGNMENT &
INVOICE: 891	FULL DESC:	4188 - ALIGNMENT & OIL CHANGE				

ACCOUNT TOTAL 11,510.34

211 612200	336575	0	2020 5 INV A	90.96	C-021820	LOWE'S CREDIT CARD
005044 LOWE'S HOME CENTERS, 2-15-20	FULL DESC:	LOWE'S CREDIT CARD				
INVOICE:						

ACCOUNT TOTAL 90.96

211 612500	336599	0	2020 5 INV A	324.82	C-021820	SWAT
012445 ACCURATE LAW ENFOR	FULL DESC:	SWAT				
INVOICE:						
021916 MIDSOUTH SOLUTIONS	336267	0	2020 5 INV A	20.00	C-021820	GODWIN, STEVE- ALLO
INVOICE: 145701	FULL DESC:	GODWIN, STEVE- ALLOTMENT 20				
021916 MIDSOUTH SOLUTIONS	336266	0	2020 5 INV A	90.00	C-021820	LITTLE, MARK- ALLOT
INVOICE: 145720	FULL DESC:	LITTLE, MARK- ALLOTMENT 20				
021916 MIDSOUTH SOLUTIONS	336358	0	2020 5 INV A	69.95	C-021820	DAVIS, WILLIE - ALL
INVOICE: 146138	FULL DESC:	DAVIS, WILLIE - ALLOTMENT 2020				
021916 MIDSOUTH SOLUTIONS	336349	0	2020 5 INV A	20.00	C-021820	RUSSELL, DAN ALLOTM
INVOICE: 146146	FULL DESC:	RUSSELL, DAN ALLOTMENT 2020				
021916 MIDSOUTH SOLUTIONS	336352	0	2020 5 INV A	484.00	C-021820	MARSHALL, DOUG - AL
INVOICE: 146152	FULL DESC:	MARSHALL, DOUG - ALLOTMENT 2020				
021916 MIDSOUTH SOLUTIONS	336351	0	2020 5 INV A	164.50	C-021820	RAINS, JEFF - ALLOT
INVOICE: 146167	FULL DESC:	RAINS, JEFF - ALLOTMENT 2020				
021916 MIDSOUTH SOLUTIONS	336353	0	2020 5 INV A	99.00	C-021820	KROTH, KEVIN - ALLO
INVOICE: 146168	FULL DESC:	KROTH, KEVIN - ALLOTMENT 2020				
021916 MIDSOUTH SOLUTIONS	336355	0	2020 5 INV A	1,024.94	C-021820	GREGORY, RICHARD -
INVOICE: 146169	FULL DESC:	GREGORY, RICHARD - NEW HIRE				
021916 MIDSOUTH SOLUTIONS	336359	0	2020 5 INV A	339.50	C-021820	DAVIS, WILLIE T. -
INVOICE: 146170	FULL DESC:	DAVIS, WILLIE T. - ALLOTMENT 2020				
021916 MIDSOUTH SOLUTIONS	336357	0	2020 5 INV A	493.48	C-021820	DICKSON, DARLEN - A
INVOICE: 146184	FULL DESC:	DICKSON, DARLEN - ALLOTMENT 2020				
021916 MIDSOUTH SOLUTIONS	336356	0	2020 5 INV A	110.00	C-021820	PILE, RYAN - ALLOTM

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INVOICE: 146185
021916 MIDSOUTH SOLUTIONS 146186 FULL DESC: FITE, RYAN - ALLOTMENT 2020 497.00 C-021820 ROBERTSON, CHRIS AL
INVOICE: 146186 0 2020 5 INV A
021916 MIDSOUTH SOLUTIONS 146187 FULL DESC: ROBERTSON, CHRIS ALLOTMENT 2020 491.50 C-021820 KIRKPATRICK, JOSEPH
INVOICE: 146187 0 2020 5 INV A
021916 MIDSOUTH SOLUTIONS 146484 FULL DESC: KIRKPATRICK, JOSEPH - ALLOTMENT 2020 435.00 C-021820 HORTON, CLINT ALLOT
INVOICE: 146484 0 2020 5 INV A
021916 MIDSOUTH SOLUTIONS 146554 FULL DESC: HORTON, CLINT ALLOTMENT 2020 4,165.00 C-021820 MAGSBY, WILSON, SPEIG
INVOICE: 146554 0 2020 5 INV A MAGSBY, WILSON, SPEIGHTS, RAYBURN, RICH, FRANKS-VESTS

8,503.87

ACCOUNT TOTAL 8,828.69

211 614000
006919 FUELMAN NP57620592 336320 0 FUEL & OIL, 4,833.56 C-021820 FUEL FOR FLEET
INVOICE: 006919 FUELMAN NP57686394 336320 0 FUEL FOR FLEET 4,508.54 C-021820 FUEL FOR FLEET
INVOICE: 006919 FUELMAN NP57686394 336320 0 FUEL FOR FLEET 4,508.54 C-021820 FUEL FOR FLEET

9,342.10

ACCOUNT TOTAL 9,342.10

211 622100
001390 DBS CRIME LAB 90088846 336633 0 PROFESSIONAL SERVICES 1,020.00 C-021820 ANALYTIC FEES
INVOICE: 90088846 90088846 336633 0 ANALYTIC FEES 1,020.00 C-021820 ANALYTIC FEES

002353 FREEMAN CLIFF 2020-020301 336295 0 POLYS: HARRIS, TATE, STEWART, NICHOLS & ARENDALIE 1,000.00 C-021820 POLYS: HARRIS, TATE
INVOICE: 2020-020301 336295 0 POLYS: HARRIS, TATE, STEWART, NICHOLS & ARENDALIE 1,000.00 C-021820 POLYS: HARRIS, TATE

021625 AMERICAN TESTING LLC 6554 336319 0 PRATCHER, PAULINO, BLOOD DRAWN 190.00 C-021820 PRATCHER, PAULINO;
INVOICE: 6554 336319 0 PRATCHER, PAULINO, BLOOD DRAWN 190.00 C-021820 PRATCHER, PAULINO;

022516 PERSONNEL EVALUATION 35769 336369 0 EVALS - 10 RECRUITS 200.00 C-021820 EVALS - 10 RECRUITS
INVOICE: 35769 336369 0 EVALS - 10 RECRUITS 200.00 C-021820 EVALS - 10 RECRUITS

022719 UMB CARD SERVICES 1-1-20 336746 0 UMB CREDIT CARD 41.40 C-021820 UMB CREDIT CARD
INVOICE: 1-1-20 336746 0 UMB CREDIT CARD 41.40 C-021820 UMB CREDIT CARD

025553 AXON ENTERPRISE INC SI-1636537 336291 0 TASER ASSURANCE PLAN 5,716.50 C-021820 TASER ASSURANCE PLA
INVOICE: SI-1636537 336291 0 TASER ASSURANCE PLAN 5,716.50 C-021820 TASER ASSURANCE PLA

029120 YOUNG LEASING CO INV3511254 336614 0 SID- M-MT2566-003 253.73 C-021820 SID- M-MT2566-003
INVOICE: INV3511254 336614 0 SID- M-MT2566-003 253.73 C-021820 SID- M-MT2566-003

029757 CIOX HEALTH 296840927 336309 0 COOK, DAVID MED RECORDS 14.85 C-021820 COOK, DAVID MED REC
INVOICE: 296840927 336309 0 COOK, DAVID MED RECORDS 14.85 C-021820 COOK, DAVID MED REC
029757 CIOX HEALTH 297435130 336601 0 SPRAYBERRY, HUNTER 30.95 C-021820 SPRAYBERRY, HUNTER
INVOICE: 297435130 336601 0 SPRAYBERRY, HUNTER 30.95 C-021820 SPRAYBERRY, HUNTER

029757 CIOX HEALTH 297445422 336600 0 SOUTH, ISABELLA MED RECORDS 38.90 C-021820 SOUTH, ISABELLA MED
INVOICE: 297445422 336600 0 SOUTH, ISABELLA MED RECORDS 38.90 C-021820 SOUTH, ISABELLA MED

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030534 DATAFACTS	INVOICE: 135779	135779	336342	0 2020 5 INV A			PRE-EMPLOYMENT BACK
			FULL DESC:	PRE-EMPLOYMENT BACKGROUND SCREENING	67.50	C-021820	
031328 A SAFELOCK INC	INVOICE: 9529	9529	336181	0 2020 5 INV A			SPD DOOR LOCKS
			FULL DESC:	SPD DOOR LOCKS	660.84	C-021820	
031346 IOD INCORPORATED	INVOICE: 52418463	52418463	336305	0 2020 5 INV A			SOUTH, WILLIAM MED
			FULL DESC:	SOUTH, WILLIAM MED RECORDS	24.80	C-021820	
031346 IOD INCORPORATED	INVOICE: 52418518	52418518	336308	0 2020 5 INV A			SOUTH, WILLIAM MED
			FULL DESC:	SOUTH, WILLIAM MED RECORDS	23.30	C-021820	
031346 IOD INCORPORATED	INVOICE: 52418577	52418577	336306	0 2020 5 INV A			SOUTH, JONAH MED RE
			FULL DESC:	SOUTH, JONAH MED RECORDS	32.75	C-021820	
031346 IOD INCORPORATED	INVOICE: 52418606	52418606	336307	0 2020 5 INV A			SOUTH, JONAH MED RE
			FULL DESC:	SOUTH, JONAH MED RECORDS	23.30	C-021820	
031346 IOD INCORPORATED	INVOICE: 52418646	52418646	336304	0 2020 5 INV A			SOUTH, NATALIE MED
			FULL DESC:	SOUTH, NATALIE MED RECORDS	25.95	C-021820	
031346 IOD INCORPORATED	INVOICE: 52418695	52418695	336303	0 2020 5 INV A			SOUTH, NATALIE MED
			FULL DESC:	SOUTH, NATALIE MED RECORDS	31.10	C-021820	
					161.20		
211 625700				ACCOUNT TOTAL	9,395.87		
001137 FEDEX	INVOICE: 940255018685	940255018685	336347	0 2020 5 INV A			KERN TO FBI
			FULL DESC:	KERN TO FBI	27.72	C-021820	
001137 FEDEX	INVOICE: 940255651354	940255651354	336348	0 2020 5 INV A			DELIVERY FOR CHIEF
			FULL DESC:	DELIVERY FOR CHIEF	23.84	C-021820	
					51.56		
021382 PETTY CASH	INVOICE:	2-10-20	336565	0 2020 5 INV A			SPD-PETTY CASH
			FULL DESC:	SPD-PETTY CASH	7.90	C-021820	
				ACCOUNT TOTAL	59.46		
211 626000				UTILITIES			
007600 OFFICE DEPOT	INVOICE: 436943938001	436943938001	336659	0 2020 5 INV A			TRAINING
			FULL DESC:	TRAINING	140.74	C-021820	
				ACCOUNT TOTAL	140.74		
211 626102				PUBLIC RELATIONS			
021382 PETTY CASH	INVOICE:	11-18-19	336567	0 2020 5 INV A			SPD- PETTY CASH
			FULL DESC:	SPD- PETTY CASH	67.86	C-021820	
022719 UMB CARD SERVICES	INVOICE:	1-1-20	336746	0 2020 5 INV A			UMB CREDIT CARD
			FULL DESC:	UMB CREDIT CARD	195.00	C-021820	

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ACCOUNT TOTAL 262.86

211 626500 PRINTING
000424 A 2 Z ADVERTISING 53291 336178 0 2020 5 INV A 312.04 C-021820 TRI-FOLD BROSHURES
INVOICE: 53291
006685 DEX IMAGING AR4913689 336322 0 2020 5 INV A .81 C-021820 P1015-P1017-91018-P
INVOICE: FULL DESC: P1015-P1017-91018-P1201-P1016/CAPT. HALL
006685 DEX IMAGING AR4923987 336296 0 2020 5 INV A 163.29 C-021820 BOOKING
INVOICE: FULL DESC: BOOKING
006685 DEX IMAGING AR4933830 336466 0 2020 5 INV A 152.42 C-021820 #MP7393 - RECORDS
INVOICE: FULL DESC: #MP7393 - RECORDS
006685 DEX IMAGING AR4934241 336470 0 2020 5 INV A 71.15 C-021820 #MP6427 - INVEST. &
INVOICE: FULL DESC: #MP6427 - INVEST. & DISPAVCH
006685 DEX IMAGING AR4934271 336464 0 2020 5 INV A 1.43 C-021820 #AA4738 - EAST
INVOICE: FULL DESC: #AA4738 - EAST
006685 DEX IMAGING AR4934306 336465 0 2020 5 INV A .38 C-021820 #M17313 - BOOKING #2
INVOICE: FULL DESC: #M17313 - BOOKING #2

389.48

020454 DIRECTFX M30242 336176 0 2020 5 INV A 50.00 C-021820 JAMES, EDDIE BUSINESS CARDS
INVOICE: FULL DESC: JAMES, EDDIE BUSINESS CARDS

ACCOUNT TOTAL 751.52

211 626900 TRAVEL & TRAINING
000137 AMERICAN TARGET CO 113071 336454 0 2020 5 INV A 230.00 C-021820 TARGETS FOR RANGE
INVOICE: FULL DESC: TARGETS FOR RANGE

021382 PETTY CASH 12-27-19 336566 0 2020 5 INV A 55.73 C-021820 SPD- PETTY CASH
INVOICE: FULL DESC: SPD- PETTY CASH
021382 PETTY CASH 2-10-20 336565 0 2020 5 INV A 155.00 C-021820 SPD-PETTY CASH
INVOICE: FULL DESC: SPD-PETTY CASH

210.73

027769 FBINAA 2-6-2020 336372 0 2020 5 INV A 350.00 C-021820 FBI SCHOOL SHOOTING
INVOICE: FULL DESC: FBI SCHOOL SHOOTING PREVENTION FORUM-MAR.4-5, 2020

027770 GLOBAL POLICE SOLUTI 2-4-2020 336316 0 2020 5 INV A 549.99 C-021820 WILLIAM BOLIEK - LE
INVOICE: FULL DESC: WILLIAM BOLIEK - LEVEL 2 DETECTIVE TRAINING

027828 LONG THOMAS 2-6-2020 336631 0 2020 5 INV A 205.00 C-021820 DOTHAN ALABAMA K9 S
INVOICE: FULL DESC: DOTHAN ALABAMA K9 SEMINAR-MEALS (FEB 2-6, 2020)

ACCOUNT TOTAL 1,545.72

211 630400 MACHINERY & EQUIPMENT
000949 INTEGRATED COMMUNICA 31884 336294 0 2020 5 INV A 1,860.00 C-021820 MONTHLY SERVICE
INVOICE: 31884 FULL DESC: MONTHLY SERVICE

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020832 EMERGENCY EQUIPMENT 448479
INVOICE: 448479

336292 0 2020 5 INV A
FULL DESC: STREAMLIGHT FLASHLIGHTS

1,664.00 C-021820

STREAMLIGHT FLASHLI

ACCOUNT TOTAL

3,524.00

211 661800
004230 THOMSON REUTERS-WEST 841744531
INVOICE: 841744531

336613 0 2020 5 INV A
FULL DESC: CONFISCATED FUNDS-LOCAL
CLEAR WEB ANALYTICS

392.11 C-021820

CLEAR WEB ANALYTICS

029518 TROY INDUSTRIES INC 98124
INVOICE: 98124
029518 TROY INDUSTRIES INC 98948
INVOICE: 98948

336448 0 2020 5 INV A
FULL DESC: SWAT GAS BLOCK
20000034 2020 5 INV A
336562 20000034 2020 5 INV A
FULL DESC: PATROL RIFLES AND ACCESSORIES

620.34 C-021820
6,187.15 C-021820

SWAT GAS BLOCK
PATROL RIFLES AND A

ACCOUNT TOTAL

7,199.60

ORG 211 TOTAL

71,873.81

290 610400
007823 AMERICAN PAPER & TWT 3533501
INVOICE: 3533501

FIRE DEPARTMENT
OFFICE SUPPLIES
336240 0 2020 5 INV A
FULL DESC: SUPPLIES FIRE STATION #3

403.12 C-021820

SUPPLIES FIRE STATION

019739 STAPLES ADVANTAGE
INVOICE: 3437808101
019739 STAPLES ADVANTAGE
INVOICE: 3437808107

3437808101 336707 0 2020 5 INV A
FULL DESC: OFFICE SUPPLIES ADMIN.
3437808107 336709 0 2020 5 INV A
FULL DESC: OFFICE SUPPLIES ADMIN

64.05 C-021820
36.48 C-021820

OFFICE SUPPLIES ADM
OFFICE SUPPLIES ADM

ACCOUNT TOTAL

100.53

290 611000
000471 MEMPHIS DELTA TENT & 41094
INVOICE: 41094

MATERIALS
336424 0 2020 5 INV A
FULL DESC: 180Z RED HOSE BED COVER 6X13'-7"

324.00 C-021820

180Z RED HOSE BED C

001121 NEWTON TROPHY
INVOICE: 105878

336370 0 2020 5 INV A
FULL DESC: RETIREMENT PLAQUE FOR PAINTER

127.00 C-021820

RETIREMENT PLAQUE F

005044 LOWE'S HOME CENTERS, 2-15-20
INVOICE:

336575 0 2020 5 INV A
FULL DESC: LOWE'S CREDIT CARD

1,313.89 C-021820

LOWE'S CREDIT CARD

019739 STAPLES ADVANTAGE
INVOICE: 3437808104

336708 0 2020 5 INV A
FULL DESC: MONITOR STAND FOR B. DAVIS

19.89 C-021820

MONITOR STAND FOR B

020832 EMERGENCY EQUIPMENT
INVOICE: 353464

336312 0 2020 5 INV A
FULL DESC: NEW BATTERY FOR STREAMLIGHT 205

36.00 C-021820

NEW BATTERY FOR STR

022719 UMB CARD SERVICES
INVOICE:

336746 0 2020 5 INV A
FULL DESC: UMB CREDIT CARD

371.47 C-021820

UMB CREDIT CARD

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ACCOUNT TOTAL 2,192.25

290 611300

000189 HOMER SKELTON FORD 6109023 336721 0 2020 5 INV A 61.40 C-021820
INVOICE: 6109023 FULL DESC: OIL CHANGE/ WIPER BLADS, GREEN CRE VIC FLT#4004

OIL CHANGE/ WIPER B

000223 CROW'S TRUCK SERVICE R101006241-1 336729 0 2020 5 INV A 2,520.68 C-021820
INVOICE: 000223 CROW'S TRUCK SERVICE X101028724-1 336712 FULL DESC: PM SERVICE ENG. #5 FLT #1004
INVOICE: 000223 CROW'S TRUCK SERVICE X101028724-1 336712 FULL DESC: 4) GROUND LIGHTS FOR ENG 4, FLT# 1009 13.28 C-021820

PM SERVICE ENG. #5
4) GROUND LIGHTS FO

2,533.96

000691 NORTH MISSISSIPPI TI 60423 336723 0 2020 5 INV A 958.00 C-021820
INVOICE: 60423 FULL DESC: 2 NEW TIRES FOR TRUCK 1, FLT#2004

2 NEW TIRES FOR TRU

000883 AMERICAN TIRE REPAIR 145280 336185 0 2020 5 INV A 25.00 C-021820
INVOICE: 145280 FULL DESC: FLAT REPAIR F-150 DT FLT#4002
000883 AMERICAN TIRE REPAIR 145513 336697 0 2020 5 INV A 70.00 C-021820
INVOICE: 145513 FULL DESC: MOUNT/DISMOUNT 2 NEW TIRES-TRUCK#1 FLT#2004

FLAT REPAIR F-150 D
MOUNT/DISMOUNT 2 NE

95.00

007304 O'REILLYS AUTO PARTS 1257-448600 336258 0 2020 5 INV A 55.96 C-021820
INVOICE: 007304 O'REILLYS AUTO PARTS 1791-108363 336704 FULL DESC: 4) 2.5 GAL. BLUE DEF STATION 1
INVOICE: 007304 O'REILLYS AUTO PARTS 1791-108363 336704 FULL DESC: 1 GALLON / S FLUID 21.99 C-021820

4) 2.5 GAL. BLUE DE
1 GALLON / S FLUID

77.95

020832 EMERGENCY EQUIPMENT 448418 336190 20000078 2020 5 INV A 8,840.21 C-021820
INVOICE: 448418 FULL DESC: INSPECTION, SERVICE AND REPAIR TO ENGINE 1/FLT1007
020832 EMERGENCY EQUIPMENT 448568 336175 0 2020 5 INV A 39.28 C-021820
INVOICE: 448568 FULL DESC: RED/AMB LED LIGHT TRUCK #3, FLT #2002
020832 EMERGENCY EQUIPMENT 448722 336440 0 2020 5 INV A 743.14 C-021820
INVOICE: 448722 FULL DESC: REPAIRS TO ENG #2 FLT. #1002

INSPECTION, SERVICE
RED/AMB LED LIGHT T
REPAIRS TO ENG #2 F

9,622.63

029563 LANDERS FORD SOUTH 295167 336535 0 2020 5 INV A 803.99 C-021820
INVOICE: 295167 FULL DESC: FLT #5006 REPAIRS OT CHARGER

FLT #5006 REPAIRS O

ACCOUNT TOTAL 14,152.93

290 612200 MAINTENANCE EQUIPMENT & BUILD
000128 AMERICAN PETROLEUM 216924 336331 0 2020 5 INV A 253.16 C-021820
INVOICE: 216924 FULL DESC: REPLACED HOSE @ STATION #1

REPLACED HOSE @ STA

000650 G-C-W-BLSEH SERVICE 142750 336330 0 2020 5 INV A 1,682.50 C-021820
INVOICE: 142750 FULL DESC: 2 AIR SAMPLES/2 COMPRESSOR SERVICE

2 AIR SAMPLES/2 COM

munis
a tyler ergo solution

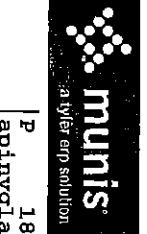
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5,011.75

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ACCOUNT/VENDOR							
005044 LOWE'S HOME CENTERS, 2-15-20							LOWE'S CREDIT CARD
INVOICE:							
012391 JONES & BARTLETT LEA 4227205							NVA: FIRE SERVICE I
INVOICE: 4227205							
013768 FORD DUSTIN							CLASS AT MSFA - HAL
INVOICE:							
025684 DEVORE, THOMAS							HALE PUMP - MSFA (F
INVOICE:							
031258 SHEFFIELD JAMES K							HAZARDOUS MATERIALS
INVOICE:							
290 630400							
000021 A-1 FIRE PROTECTION							RECHARGE, REFILL HY
INVOICE: 55967							
000701 SUNBELT FIRE INC							GLD13N1-J COAT, GXC
INVOICE: 321085							
000701 SUNBELT FIRE INC							2 PAIR OF LEATHER S
INVOICE:							
297 610701							
000582 BOUND TREE MEDICAL							MEDICAL SUPPLIES
INVOICE: 83482674							
015430 ZOLL MEDICAL CORPORA 3006519							MEDICAL SUPPLIES
INVOICE:							
016050 HENRY SCHEIN INC							MEDICAL SUPPLIES BL
INVOICE: 73019112							
016050 HENRY SCHEIN INC							MEDICAL SUPPLIES
INVOICE: 73102376							
016050 HENRY SCHEIN INC							MEDICAL SUPPLIES
INVOICE: 73103389							
016050 HENRY SCHEIN INC							MEDICAL SUPPLIES
INVOICE: 73188435							
016050 HENRY SCHEIN INC							MEDICAL SUPPLIES
INVOICE: 73188442							
016050 HENRY SCHEIN INC							MEDICAL SUPPLIES
INVOICE: 73188442							
016050 HENRY SCHEIN INC							MEDICAL SUPPLIES
INVOICE: 73231431							
ACCOUNT TOTAL							
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TOTAL							

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ACCOUNT/VENDOR							
INVOICE: 73231431			FULL DESC:	MEDICAL SUPPLIES			
016050 HENRY SCHEIN INC	73286783		336302	0 2020 5 INV A	300.00 C-021820		MEDICAL SUPPLIES
INVOICE: 73286783			FULL DESC:	MEDICAL SUPPLIES			
016050 HENRY SCHEIN INC	73512944		336719	0 2020 5 INV A	1,813.71 C-021820		MEDICAL SUPPLIES
INVOICE: 73512944			FULL DESC:	MEDICAL SUPPLIES			
016050 HENRY SCHEIN INC	73513014		336695	0 2020 5 INV A	146.80 C-021820		MEDICAL SUPPLIES
INVOICE: 73513014			FULL DESC:	MEDICAL SUPPLIES			
					6,373.35		
027445 LINDE GAS NORTH AMER	60157154		336263	0 2020 5 INV A	38.05 C-021820		MEDICAL SUPPLIES -
INVOICE: 60157154			FULL DESC:	MEDICAL SUPPLIES - OXYGEN			
027445 LINDE GAS NORTH AMER	60160282		336264	0 2020 5 INV A	112.02 C-021820		MEDICAL SUPPLIES - O
INVOICE: 60160282			FULL DESC:	MEDICAL SUPPLIES - OXYGEN			
027445 LINDE GAS NORTH AMER	60162784		336265	0 2020 5 INV A	31.92 C-021820		MEDICAL SUPPLIES - O
INVOICE: 60162784			FULL DESC:	MEDICAL SUPPLIES - OXYGEN			
					181.99		
				ACCOUNT TOTAL	7,770.43		
297 611300				MOTOR VEH REPAIRS/MAINT			
000189 HOMER SKELTON FORD	6108325		336170	0 2020 5 INV A	142.99 C-021820		OIL/FILTER CHANGE-R
INVOICE: 6108325			FULL DESC:	OIL/FILTER CHANGE-REPLACE BULB-UNIT 4, FLT#7006			
000189 HOMER SKELTON FORD	6108344		336474	20000080 2020 5 INV A	6,991.55 C-021820		REPAIRS TO UNIT 3,
INVOICE: 6108344			FULL DESC:	REPAIRS TO UNIT 3, FLT #7008			
					7,134.54		
				ACCOUNT TOTAL	7,134.54		
297 620901				BILLING SERVICES			
018772 MEDICAL ACCOUNTS REC	95710-IN		336534	0 2020 5 INV A	6,896.87 C-021820		MEDICAL BILLING FOR
INVOICE:			FULL DESC:	MEDICAL BILLING FOR JANUARY 2020			
019311 CREDIT BUREAU SYSTEM	307400000274		336725	0 2020 5 INV A	1,195.60 C-021820		EMS COLLECTION FEES
INVOICE: 307400000274			FULL DESC:	EMS COLLECTION FEES FOR JANUARY 2020			
				ACCOUNT TOTAL	8,092.47		
297 626900				TRAVEL & TRAINING			
001153 NORTHWEST MS COMMUNI	950165		336253	0 2020 5 INV A	1,475.00 C-021820		TUITION FOR EMT SCH
INVOICE: 950165			FULL DESC:	TUITION FOR EMT SCHOOL/ TOMLINSON			
001153 NORTHWEST MS COMMUNI	950166		336252	0 2020 5 INV A	1,475.00 C-021820		TUITION FOR EMT SCH
INVOICE: 950166			FULL DESC:	TUITION FOR EMT SCHOOL/ MORSE			
001153 NORTHWEST MS COMMUNI	950167		336251	0 2020 5 INV A	1,475.00 C-021820		TUITION FOR EMT SCH
INVOICE: 950167			FULL DESC:	TUITION FOR EMT SCHOOL/ MCCALLER			
001153 NORTHWEST MS COMMUNI	950168		336250	0 2020 5 INV A	1,475.00 C-021820		TUITION FOR EMT SCH
INVOICE: 950168			FULL DESC:	TUITION FOR EMT SCHOOL/SCHAEFER			
					5,900.00		

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002084	WEATHERFORD RICHARD	1-29-20	336463	0	2020 5 INV A	65.00 C-021820	RENEWAL OF NREMT/MS
INVOICE:			FULL DESC:	RENEWAL OF NREMT/MS PARAMEDIC L.I.C. /WEATHERFORD			
012746	SMITH KEVIN	1292020	336537	0	2020 5 INV A	65.00 C-021820	RENEWAL OF NREMT &
INVOICE:	1292020		FULL DESC:	RENEWAL OF NREMT & PARAMEDIC LICENSE/K. SMITH			
014380	WATKINS MARK	1-29-2020	336538	0	2020 5 INV A	63.23 C-021820	RENEWAL OF EMS DRIV
INVOICE:			FULL DESC:	RENEWAL OF EMS DRIVERS LICENSE/M. WATKINS			
019332	WILSON COLIN	1-5-20	336564	0	2020 5 INV A	60.00 C-021820	RENEWAL OF NREMT &
INVOICE:			FULL DESC:	RENEWAL OF NREMT & STATE EMT LICENSES-WILSON			
024504	EYCHISON COLIN	272020	336732	0	2020 5 INV A	57.00 C-021820	RENEWAL EMS DRIVER'
INVOICE:	272020		FULL DESC:	RENEWAL EMS DRIVER'S LICENSE/C. EYCHISON			
025684	DEVORE, THOMAS	1282020	336189	0	2020 5 INV A	60.00 C-021820	RENEWAL OF NREMT &
INVOICE:	1282020		FULL DESC:	RENEWAL OF NREMT & EMT LICENSES/T. DEVORE			
027868	CAMPBELL JORDAN	252020	336536	0	2020 5 INV A	20.00 C-021820	RENEWAL OF NREMT LI
INVOICE:	252020		FULL DESC:	RENEWAL OF NREMT LICENSE/JORDAN CAMPBELL			
				ACCOUNT TOTAL		6,290.23	
297	630400			MACHINERY AND EQUIPMENT			
000949	INTEGRATED COMMUNICA	21291	336713	0	2020 5 INV A	865.00 C-021820	MICS (1) FOR UNIT 1
INVOICE:	21291		FULL DESC:	MICS (1) FOR UNIT 1 (2) FOR UNIT 3			
016050	HENRY SCHEIN INC	73281243	336310	0	2020 5 INV A	223.90 C-021820	DUAL LUMEN NIBP 10
INVOICE:	73281243		FULL DESC:	DUAL LUMEN NIBP 10 FT HOSE (2)			
				ACCOUNT TOTAL		1,088.90	
				ORG 297 TOTAL		30,376.57	
311	610400			PUBLIC WORKS DEPARTMENT			
021382	PETTY CASH	2-10-2020	336533	0	2020 5 INV A	8.55 C-021820	CLERK'S OFFICE PETT
INVOICE:			FULL DESC:	CLERK'S OFFICE PETTY CASH REIMB.			
				ACCOUNT TOTAL		8.55	
311	611000			MATERIALS			
000440	SUNRISE BUILDERS SUP	2002-571192	336528	0	2020 5 INV A	94.88 C-021820	CD SYP PLYWOOD, MAR
INVOICE:			FULL DESC:	CD SYP PLYWOOD, MARATHON SAW BLADE (MAT.)			
000457	GRAINGER	9427150496	336524	0	2020 5 INV A	120.52 C-021820	PUSH MAG SWEEPER-MA
INVOICE:	9427150496		FULL DESC:	PUSH MAG SWEEPER-MAT./EQUIP.			
000759	LEHMAN ROBERTS CO	65051	336420	0	2020 5 INV A	2,289.00 C-021820	MATERIAL: COLD MIX
INVOICE:	65051		FULL DESC:	MATERIAL: COLD MIX #4021720			
001130	G & C SUPPLY CO	6765740	336315	0	2020 5 INV A	1,161.70 C-021820	STREET SIGNS

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INVOICE: 6765740

FULL DESC: STREET SIGNS

004246 HARBOR FREIGHT TOOLS 908766
INVOICE: 908766
004246 HARBOR FREIGHT TOOLS 909325
INVOICE: 909325

336412 0 2020 5 INV A 19.98 C-021820
FULL DESC: ELECTRICIAN'S SCREWDRIVERS 7PC (2) MAT.
336525 0 2020 5 INV A 69.99 C-021820
FULL DESC: 4-IN-1 JUMP STARTER (MAT.)

89.97

005044 LOWE'S HOME CENTERS, 2-15-20
INVOICE:

336575 0 2020 5 INV A 915.53 C-021820
FULL DESC: LOWE'S CREDIT CARD

LOWE'S CREDIT CARD

007304 O'REILLYS AUTO PARTS 1257-443475
INVOICE:

336375 0 2020 5 INV A 145.72 C-021820
FULL DESC: MAT. FOR SHOP

MAT. FOR SHOP

028212 UNITED REFRIGERATION 72196962
INVOICE: 72196962

336610 0 2020 5 INV A 66.60 C-021820
FULL DESC: MOTOR START CAPACITOR (MAT.)

MOTOR START CAPACIT

ACCOUNT TOTAL 4,883.92

311 611300

000070 AERIAL TRUCK EQUIP C 28589
INVOICE: 28589
000070 AERIAL TRUCK EQUIP C 29199
INVOICE: 29199
000070 AERIAL TRUCK EQUIP C 29254
INVOICE: 29254

336288 0 2020 5 INV A 275.00 C-021820
FULL DESC: MAINTENANCE VEHICLES
336287 0 2020 5 INV A 916.99 C-021820
FULL DESC: MISC PART (MAT. FOR SHOP)
336289 0 2020 5 INV A 916.99 C-021820
FULL DESC: L SHAPE FUEL/TH-FRL10G 15 GPM PUMP-MAT. FOR SHOP
L SHAPE FUEL TANK 75 GALLON/15 GPM PUMP

MISC PART (MAT. FOR
L SHAPE FUEL/TH-FRL
L SHAPE FUEL TANK 7

2,108.98

000265 MYERS TIRE SUPPLY DI 55001739
INVOICE: 55001739

336526 0 2020 5 INV A 425.12 C-021820
FULL DESC: EXTENSION, SOCKET SET FLIP SOCKET/MAT FOR SHOP

EXTENSION, SOCKET S

000331 SCRUGGS EQUIPMENT CO 35264
INVOICE: 35264

336779 0 2020 5 INV A 90.00 C-021820
FULL DESC: TARP SWITCH (MAT. FOR SHOP)

TARP SWITCH (MAT. F

000370 REBEL EQUIPMENT & SU 195117
INVOICE: 195117

336422 0 2020 5 INV A 87.00 C-021820
FULL DESC: 14IN STIHL METAL CUTTING ABRASIVE BLADES (MAT.)

14IN STIHL METAL CU

000440 SUNRISE BUILDERS SUP 2002-570726
INVOICE:

336447 0 2020 5 INV A 52.99 C-021820
FULL DESC: MAT.FOR SHOP-4X8 CD SYP PLYWOOD-2X4-8 #2 & BTR SPF

MAT.FOR SHOP-4X8 CD

000457 GRAINGER
INVOICE: 9424426485
000457 GRAINGER
INVOICE: 9429979850

336286 0 2020 5 INV A 77.82 C-021820
FULL DESC: HOODED COVERALL, ELASTIC (MAT./EQUIP FOR SHOP)
336523 0 2020 5 INV A 129.65 C-021820
FULL DESC: SOLAR LIGHT/MAT. - EQUIPMENT FOR SHOP

HOODED COVERALL, EL
SOLAR LIGHT/MAT. -

207.47

000883 AMERICAN TIRE REPAIR 144183
INVOICE: 144183
000883 AMERICAN TIRE REPAIR 145468

336605 0 2020 5 INV A 633.98 C-021820
FULL DESC: MAT. FOR SHOP
336193 0 2020 5 INV A 40.00 C-021820
FULL DESC: FLAT TIRE REPAIR (M

MAT. FOR SHOP

FLAT TIRE REPAIR (M

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INVOICE: 145468 FULL DESC: FLAT TIRE REPAIR (MAT. FOR SHOP)

673.98

000997 TRUCK PRO 1-0849981 336780 0 2020 5 INV A 232.74 C-021820 LUBE FLTR, AIR FLTR
INVOICE: FULL DESC: LUBE FLTR, AIR FILTER, PUSH PULL VALVE-MAT. FOR SHO
000997 TRUCK PRO 1-0850039 336413 0 2020 5 INV A 5.79 C-021820 BRASS FTG - MAT. FOR
INVOICE: FULL DESC: BRASS FTG - MAT. FOR SHOP
000997 TRUCK PRO 1-0850332 336414 0 2020 5 INV A 84.87 C-021820 BRASS FTG - 24X24 B
INVOICE: FULL DESC: BRASS FTG - 24X24 BLK RUB / MAT. FOR SHOP

323.40

001150 NAPA GENUINE PARTS C 3465-772646 336496 0 2020 5 INV A 36.67 C-021820 THREADLOCKER GEL ST
INVOICE: FULL DESC: THREADLOCKER GEL STIC - MAT. FOR SHOP

002352 DEPARTMENT OF REVENUE 1-22-2020 336472 0 2020 5 INV A 12.00 C-021820 TAG & MAIL FEE 1997
INVOICE: FULL DESC: TAG & MAIL FEE 1997 FORD F 250-KC94339 REPLACE TAG

006706 LANDERS DODGE 117710 336773 0 2020 5 INV A 20.00 C-021820 SHOP CHARGE FOR REP
INVOICE: FULL DESC: SHOP CHARGE FOR REPAIR ORDER (MAT. FOR SHOP)

007304 O'REILLYS AUTO PARTS 1257-435327 336378 0 2020 5 INV A 80.01 C-021820 MAT. FOR SHOP
INVOICE: FULL DESC: MAT. FOR SHOP

007304 O'REILLYS AUTO PARTS 1257-435348 336377 0 2020 5 CRM A -40.02 C-021820 CREDIT- MAT. FOR SH
INVOICE: FULL DESC: CREDIT- MAT. FOR SHOP

007304 O'REILLYS AUTO PARTS 1257-448234 336391 0 2020 5 INV A 37.99 C-021820 DETECTOR - MAT. FOR
INVOICE: FULL DESC: DETECTOR - MAT. FOR SHOP

007304 O'REILLYS AUTO PARTS 1257-448513 336211 0 2020 5 INV A 656.87 C-021820 CORE CHARGE-BATTERY
INVOICE: FULL DESC: CORE CHARGE-BATTERY-TIRESHIN-SPRAY WAX

007304 O'REILLYS AUTO PARTS 1257-448683 336776 0 2020 5 INV A 18.41 C-021820 DRAIN PLUG/TOP TERM
INVOICE: FULL DESC: DRAIN PLUG/TOP TERMINAL (MAT. FOR SHOP)

007304 O'REILLYS AUTO PARTS 1257-448684 336451 0 2020 5 INV A 118.69 C-021820 FUEL FILTER-OIL FIL
INVOICE: FULL DESC: FUEL FILTER-OIL FILTER-AIR FILTER (MAT. FOR SHOP)

007304 O'REILLYS AUTO PARTS 1257-448737 336450 0 2020 5 INV A 7.63 C-021820 WIX - COOLANT FILTE
INVOICE: FULL DESC: WIX - COOLANT FILTER (MAT. FOR SHOP)

007304 O'REILLYS AUTO PARTS 1257-449575 336527 0 2020 5 INV A 89.44 C-021820 CAPSULE (MAT. FOR S
INVOICE: FULL DESC: CAPSULE (MAT. FOR SHOP)

007304 O'REILLYS AUTO PARTS 1257-449627 336775 0 2020 5 INV A 62.98 C-021820 LOCK, COUPLER LOCK
INVOICE: FULL DESC: LOCK, COUPLER LOCK (MAT. FOR SHOP)

007304 O'REILLYS AUTO PARTS 1257-449636 336774 0 2020 5 INV A 600.00 C-021820 CLIMATE MOD (MAT. F
INVOICE: FULL DESC: CLIMATE MOD (MAT. FOR SHOP)

007304 O'REILLYS AUTO PARTS 1257-450091 336777 0 2020 5 INV A 70.45 C-021820 TERMINAL/BUTT SPLIC
INVOICE: FULL DESC: TERMINAL/BUTT SPLICE/CUTTR-CRIMPR-MAT. FOR SHOP

1,702.45

010865 RELIABLE EQUIPMENT 201720 336396 0 2020 5 INV A 65.00 C-021820 MAT. FOR SHOP
INVOICE: FULL DESC: MAT. FOR SHOP

017201 BEST-MADE PETROLEUM 2179040 336205 0 2020 5 INV A 88.42 C-021820 OPEN HEAD DRUMS W/L
INVOICE: FULL DESC: OPEN HEAD DRUMS W/LIDS (MAT. FOR SHOP)

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017952 HOTSY OF MEMPHIS 16410 336772 0 2020 5 INV A 1,500.00 C-021820 55 GALLONS OF BREAK
INVOICE: 16410 FULL DESC: 55 GALLONS OF BREAKTHROUGH (MAT. FOR SHOP)
028718 TIREHUB LLC 12460041 336781 0 2020 5 INV A 634.36 C-021820 GY WRL FORTITUDE HT
INVOICE: 12460041 FULL DESC: GY WRL FORTITUDE HT OWL - MAT. FOR SHOP

ACCOUNT TOTAL 8,027.84

311 612500 222-0112376 336541 0 2020 5 INV A 145.90 C-021820 UNIFORMS
000983 UNIFIRST CORP INVOICE: FULL DESC: UNIFORMS
000983 UNIFIRST CORP 222-0114179 336531 0 2020 5 INV A 148.90 C-021820 UNIFORMS
INVOICE: FULL DESC: UNIFORMS

294.80

ACCOUNT TOTAL 294.80

311 622100 014714 INTEGRATED WIRELES 21887 336290 0 2020 5 INV A 556.40 C-021820 RADIO SERVICES (JAN
INVOICE: 21887 FULL DESC: RADIO SERVICES (JAN. 2020)
030534 DATAFACTS 135779 336342 0 2020 5 INV A 13.50 C-021820 PRE-EMPLOYMENT BACK
INVOICE: 135779 FULL DESC: PRE-EMPLOYMENT BACKGROUND SCREENING

ACCOUNT TOTAL 569.90

ORG 311 TOTAL 13,785.01

315 612200 CITY TRAFFIC AND STREETS LIGHT 194.82 C-021820 SIGNAL REPAIR (AIRW
000497 DESOTO COUNTY ELCTR 5649 336198 0 2020 5 INV A 120.18 C-021820 SIGNAL REPAIR @ NAI
INVOICE: 5649 FULL DESC: SIGNAL REPAIR (AIRWAYS & STATELINE LOCATIONS)
000497 DESOTO COUNTY ELCTR 5653 336200 0 2020 5 INV A 82.68 C-021820 SIGNAL REPAIR @ CHU
INVOICE: 5653 FULL DESC: SIGNAL REPAIR @ NAIL & GETWELL LOCATIONS
000497 DESOTO COUNTY ELCTR 5654 336199 0 2020 5 INV A 2,750.00 C-021820 SIGNAL DEVICE RELOC
INVOICE: 5654 FULL DESC: SIGNAL REPAIR @ CHURCH & GETWELL LOCATIONS
000497 DESOTO COUNTY ELCTR 5655 336201 0 2020 5 INV A
INVOICE: 5655 FULL DESC: SIGNAL DEVICE RELOCATION-FROM RASCO TO SWINMEA

3,147.68

ACCOUNT TOTAL 3,147.68

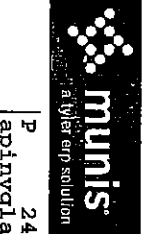
ORG 315 TOTAL 3,147.68

411 610400 PARKS DEPARTMENT 01 C-021820 #A4954-MDS/TOURNAM
006685 DEX IMAGING AR4907890 336183 0 2020 5 INV A .01 C-021820 #A4954-MDS/TOURNAM
INVOICE: FULL DESC: #A4954-MDS/TOURNAMENT OFFICE COPIER
006685 DEX IMAGING AR4933789 336501 0 2020 5 INV A 20.76 C-021820 #MP8956 - COPY CONT

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INVOICE: 006685 DEX IMAGING FULL DESC: #MP8956 - COPY CONTRACT - PARKS 3.55 C-021820 #A2615 - COPY CONTR
INVOICE: FULL DESC: 0 2020 5 INV A #A2615 - COPY CONTRACT - GOLF

ACCOUNT TOTAL 24.32

411 611300 000070 AERIAL TRUCK EQUIP C 29703 336504 0 2020 5 INV A MAINTENANCE VEHICLES
INVOICE: 29703 FULL DESC: TOOL BOX 834.20 C-021820

000611 SIGNS & STUFF 98738 336373 0 2020 5 INV A TRUCK DECALS 125.00 C-021820
INVOICE: 98738 FULL DESC: TRUCK DECALS

002352 DEPARTMENT OF REVENUE 2-7-2020 336473 0 2020 5 INV A TAG & MAIL FEE 2019 12.00 C-021820
INVOICE: FULL DESC: TAG & MAIL FEE 2019 FORD F250 (PARKS) -G65440

ACCOUNT TOTAL 971.20

411 612200 000308 MAINTENANCE SUPPLY 219103 336262 0 2020 5 INV A MAINTENANCE EQUIPMENT & BUILD 31.96 C-021820
INVOICE: 219103 FULL DESC: SOCKET SET, SEALANT
000308 MAINTENANCE SUPPLY 219111 336261 0 2020 5 INV A ZIP TIES 189.75 C-021820
INVOICE: 219111 FULL DESC: ZIP TIES
000308 MAINTENANCE SUPPLY 219376 336788 0 2020 5 INV A ZIP TIES 1,037.40 C-021820
INVOICE: 219376 FULL DESC: ZIP TIES

1,259.11

000334 ULINE INC 116556494 336371 0 2020 5 INV A TRASH CANS/ASHING TOP 1,672.00 C-021820
INVOICE: 116556494 FULL DESC: TRASH CANS/ASHING TOP

000343 NATIONAL BUSINESS FU CV983994-TDQ 336259 0 2020 5 INV A RECEPTION DECKSO PARKS UPSTAIRS 3,245.50 C-021820
INVOICE: FULL DESC: RECEPTION DECKSO PARKS UPSTAIRS
000343 NATIONAL BUSINESS FU CV986361-TDQ 336502 0 2020 5 INV A RECEPTION DESK 423.00 C-021820
INVOICE: FULL DESC: RECEPTION DESK

3,668.50

001099 NORTH MS PEST CONTRO 132-01063626 336547 0 2020 5 INV A TENNIS PRO SHOP PEST 180.00 C-021820
INVOICE: FULL DESC: TENNIS PRO SHOP PEST CONTROL
001099 NORTH MS PEST CONTRO 132-01063627 336548 0 2020 5 INV A PEST CONTROL - GOLF 180.00 C-021820
INVOICE: FULL DESC: PEST CONTROL - GOLF PRO SHOP
001099 NORTH MS PEST CONTRO 132-01064663 336498 0 2020 5 INV A PEST CONTROL - SHOP 145.00 C-021820
INVOICE: FULL DESC: PEST CONTROL - SHOP
001099 NORTH MS PEST CONTRO 132-01064665 336546 0 2020 5 INV A PEST CONTROL - SNOW 145.00 C-021820
INVOICE: FULL DESC: PEST CONTROL - SNOWDEN HOUSE

650.00

001135 SAFETY-KLEEN SYSTEMS 82144499 336792 0 2020 5 INV A PARTS CLEANER 147.29 C-021820

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INVOICE: 82144499	FULL DESC: PARTS CLEANER						
001150 NAPA GENUINE PARTS C 272331	336551	0	2020 5 INV A	12.49	C-021820	BATTERY BOX	
INVOICE: 272331	FULL DESC: BATTERY BOX	0	2020 5 INV A	93.08	C-021820	BATTERY CABLE, BATT	
001150 NAPA GENUINE PARTS C 272364	336550	0	2020 5 INV A	135.79	C-021820	TRACTOR BATTERY	
INVOICE: 272364	FULL DESC: BATTERY CABLE, BATTERY ENDS & DEF	0	2020 5 INV A	17.98	C-021820	UTILITY KNIFE BLADE	
001150 NAPA GENUINE PARTS C 272741	336549	0	2020 5 INV A	9.98	C-021820	GLASS WIPES	
INVOICE: 272741	FULL DESC: TRACTOR BATTERY	0	2020 5 INV A				
001150 NAPA GENUINE PARTS C 273386	336794	0	2020 5 INV A				
INVOICE: 273386	FULL DESC: UTILITY KNIFE BLADES	0	2020 5 INV A				
001150 NAPA GENUINE PARTS C 273526	336793	0	2020 5 INV A				
INVOICE: 273526	FULL DESC: GLASS WIPES						

002951 STATELINE TURF & TRA 252541	336383	0	2020 5 INV A	62.20	C-021820	BELT	
INVOICE: 252541	FULL DESC: BELT	0	2020 5 INV A	111.72	C-021820	PULLEY AND SPACER F	
002951 STATELINE TURF & TRA 252989	336385						
INVOICE: 252989	FULL DESC: PULLEY AND SPACER FOR EX MARKS						

005044 LOWE'S HOME CENTERS, 2-15-20	336575	0	2020 5 INV A	1,632.33	C-021820	LOWE'S CREDIT CARD	
INVOICE:	FULL DESC: LOWE'S CREDIT CARD						

015391 MID-SOUTH AG EQUIPME 23586	336381	0	2020 5 INV A	179.27	C-021820	IGNITION SWITCH, SE	
INVOICE: 23586	FULL DESC: IGNITION SWITCH, SEAL KITS						

027758 THE FLYING LOCKSMITH 56-1197252	336491	0	2020 5 INV A	168.00	C-021820	REPAIR @ TENNIS PRO	
INVOICE:	FULL DESC: REPAIR @ TENNIS PRO SHOP						

030375 BINSWANGER GLASS 1015064208	336332	0	2020 5 INV A	486.00	C-021820	DOOR REPAIR - ARENA	
INVOICE:	FULL DESC: DOOR REPAIR - ARENA						

ACCOUNT TOTAL 10,305.74

411 612201							
000294 SAFETY-QUIP A-4444771	336374	0	2020 5 INV A	130.00	C-021820	PORTA POTTY- GOLF	
INVOICE:	FULL DESC: PORTA POTTY- GOLF						
000294 SAFETY-QUIP A-4444779	336376	0	2020 5 INV A	285.00	C-021820	PORTA POTTY - CENTR	
INVOICE:	FULL DESC: PORTA POTTY - CENTRAL PARKS						

415.00

000687 SOUTHERN PIPE & SUPP 3237966	336728	0	2020 5 INV A	494.16	C-021820	SNOWDEN - REPAIR KI	
INVOICE: 3237966	FULL DESC: SNOWDEN - REPAIR KIT	0	2020 5 INV A	20.90	C-021820	CHERRY VALLEY SUPPL	
000687 SOUTHERN PIPE & SUPP 3575199	336703						
INVOICE: 3575199	FULL DESC: CHERRY VALLEY SUPPLIES						

515.06

001056 BWT MEMPHIS 15622044	336791	0	2020 5 INV A	268.58	C-021820	FOAM CONCENTRATE	
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WARRANT CHECK DESCRIPTION

INVOICE: 15622044 FULL DESC: FOAM CONCENTRATE

005044 LOWE'S HOME CENTERS, 2-15-20 336575 0 2020 5 INV A 277.80 C-021820 LOWE'S CREDIT CARD
INVOICE: FULL DESC: LOWE'S CREDIT CARD

007823 AMERICAN PAPER & TWT 3544147 336795 0 2020 5 INV A 749.66 C-021820 JANITORIAL SUPPLIES
INVOICE: 3544147 FULL DESC: JANITORIAL SUPPLIES

024495 SYDNEY SOLUTIONS INC 3327 336576 0 2020 5 INV A 239.00 C-021820 SPRAY SOFTWARE
INVOICE: 3327 FULL DESC: SPRAY SOFTWARE

ACCOUNT TOTAL 2,465.10

411 612500

UNIFORMS

013377 CINTAS 4041281587 336186 0 2020 5 INV A 383.07 C-021820 PARKS UNIFORMS
INVOICE: 4041281587 FULL DESC: PARKS UNIFORMS
013377 CINTAS 4041951330 336517 0 2020 5 INV A 369.24 C-021820 PARKS UNIFORMS
INVOICE: 4041951330 FULL DESC: PARKS UNIFORMS

752.31

ACCOUNT TOTAL 752.31

411 613100

BALL EQUIPMENT

021472 ATHLETIC HOUSE @ SMO 12420 336182 0 2020 5 INV A 1,580.90 C-021820 TEES/BALLS
INVOICE: 12420 FULL DESC: TEES/BALLS
026597 ACTIVE SPORTS 2-3-2020 336335 0 2020 5 INV A 499.09 C-021820 TENNIS NETS, ROLLER
INVOICE: FULL DESC: TENNIS NETS, ROLLERS & STRAPS-FROM INV#0124551

ACCOUNT TOTAL 2,079.99

411 613400

COMMUNITY EVENTS

030074 REINDERS 2019304 336260 0 2020 5 INV A 2,640.67 C-021820 SOUTHERN LIGHTS SUPPLIES
INVOICE: 2019304 FULL DESC: SOUTHERN LIGHTS SUPPLIES
031359 FAITH BASED INFLATAB 4112020 336789 0 2020 5 INV A 250.00 C-021820 INFLATABLES - EASTER
INVOICE: 4112020 FULL DESC: INFLATABLES - EASTER EGG HUNT

2,890.67

ACCOUNT TOTAL

411 626000

UTILITIES

009669 GIBSON PROPANE 3102113835 336244 0 2020 5 INV A 889.92 C-021820 PROPANE - SNOWDEN H
INVOICE: 3102113835 FULL DESC: PROPANE - SNOWDEN HOUSE

889.92

411 627901

UMPIRES

002574 CARSON MICHAEL A 2-10-2020 336756 0 2020 5 INV A 420.00 C-021820 INDOOR SOCCER UMPIR
INVOICE: 336756 FULL DESC: INDOOR SOCCER UMPIRES PAYROLL-1-30-20 THRU 2-10-20

015810 MEARS MICHAEL 2-10-2020 336760 0 2020 5 INV A 240.00 C-021820 INDOOR SOCCER UMPIR

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

INVOICE:	FULL DESC:	INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20					
018253 CHAN DAVTD	2-10-2020 336758	0 2020 5 INV A		90.00	C-021820	INDOOR SOCCER UMPIR	
INVOICE:	FULL DESC:	INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20					
018255 PHILLIPS ERIC	2-10-2020 336764	0 2020 5 INV A		90.00	C-021820	INDOOR SOCCER UMPIR	
INVOICE:	FULL DESC:	INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20					
019562 CASTELLANO CARLOS	2-10-2020 336757	0 2020 5 INV A		180.00	C-021820	INDOOR SOCCER UMPIR	
INVOICE:	FULL DESC:	INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20					
024344 NUNEZ VALENTE	2-10-2020 336763	0 2020 5 INV A		120.00	C-021820	INDOOR SOCCER UMPIR	
INVOICE:	FULL DESC:	INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20					
029358 LEWIS GERRD	2-10-2020 336759	0 2020 5 INV A		120.00	C-021820	INDOOR SOCCER UMPIR	
INVOICE:	FULL DESC:	INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20					
031115 MYSLIEWICZ MICHAEL	2-10-2020 336762	0 2020 5 INV A		480.00	C-021820	INDOOR SOCCER UMPIR	
INVOICE:	FULL DESC:	INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20					
031116 MEYER BENJAMIN	2-10-2020 336761	0 2020 5 INV A		450.00	C-021820	INDOOR SOCCER UMPIR	
INVOICE:	FULL DESC:	INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20					
031322 VASQUEZ GEORGE	2-10-2020 336765	0 2020 5 INV A		180.00	C-021820	INDOOR SOCCER UMPIR	
INVOICE:	FULL DESC:	INDOOR SOCCER UMPIRES PAYROLL/1-30-20 THRU 2-10-20					
	ACCOUNT TOTAL			2,370.00			
411 630600	VEHICLES						
000669 CAMPER CITY USA INC	656085 336333	0 2020 5 INV A		425.00	C-021820	SPRAY IN BED LINER	
INVOICE:	FULL DESC:	SPRAY IN BED LINER					
000879 KIRK AUTO COMPANY	1-28-2020 336191	20000075 2020 5 INV A		32,856.12	C-021820	2019 FORD F250 VIN#	
INVOICE:	FULL DESC:	2019 FORD F250 VIN#1FT7W2B68KEG65440					
	ACCOUNT TOTAL			33,281.12			
411 640500	NEIGHBORHOOD PARK RENOVATION						
000611 SIGNS & STUFF	98667 336503	0 2020 5 INV A		1,010.00	C-021820	NEIGHBORHOOD PARK S	
INVOICE:	FULL DESC:	NEIGHBORHOOD PARK SIGNS					
017307 LSI	1997011 336346	0 2020 5 INV A		1,000.00	C-021820	PARK HOUR SIGNS/SCO	
INVOICE:	FULL DESC:	PARK HOUR SIGNS/SCOREBOARD SPONSORSHIP SIGNS					
	ACCOUNT TOTAL			2,010.00			
	ORG 411 TOTAL			58,040.37			
412 612400	PARK TOURNAMENTS						
003538 SYSCO CORPORATION	214535747 336569	0 2020 5 INV A		2,868.67	C-021820	FOOD - RESALE	
INVOICE:	FULL DESC:	FOOD - RESALE					

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

005075 CHICK-FIL-A 716-013120 336499 0 2020 5 INV A 400.00 C-021820 CONCESSIONS - RESAL

022806 PEPSI BEVERAGES COMP 16346358 336545 0 2020 5 INV A 7,921.30 C-021820 PEPSI - RESALE

024982 SMITTY'S SLICES LLC 2-2-20 336459 0 2020 5 INV A 248.00 C-021820 PIZZA RE-SALE- VOL

026772 WILSON SPORTING GOOD 4530164204 336243 0 2020 5 INV A 77.28 C-021820 RAQUCT - RESALE (RU

ACCOUNT TOTAL 11,515.25

412 626102 1997011 336346 0 2020 5 INV A 2,277.85 C-021820 PARK HOUR SIGNS/SCO

031356 TUNICA NATIONAL 2-7-2020 336505 0 2020 5 INV A 1,060.00 C-021820 JUNIOR DEVELOPMENT

ACCOUNT TOTAL 3,337.85

ORG 412 TOTAL 14,853.10

511 611000 26717 336555 0 2020 5 INV A 10.48 C-021820 MATERIALS

ACCOUNT TOTAL 10.48

511 612200 2220110567 336553 0 2020 5 INV A 5.00 C-021820 MAINT. & EQUIP.

15.00

511 614900 2220112371 336554 0 2020 5 INV A 5.00 C-021820 MAINT. & EQUIP.

ACCOUNT TOTAL 15.00

511 622100 2220114174 336552 0 2020 5 INV A 5.00 C-021820 MAINT. & EQUIP.

ACCOUNT TOTAL 15.00

PROFESSIONAL SERVICES

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ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

013714 HOLIDAY INN	19486	336512	0	2020	5	INV A	97.00	C-021820	PROF. SERVICES (FOI
INVOICE: 19486		FULL DESC:	0	PROF. SERVICES (FOLIO #199001)					
013714 HOLIDAY INN	19488	336511	0	2020	5	INV A	97.00	C-021820	PROF. SERVICES (FOL
INVOICE: 19488		FULL DESC:	0	PROF. SERVICES (FOLIO #199008)					
013714 HOLIDAY INN	19501	336513	0	2020	5	INV A	97.00	C-021820	PROF. SERVICES (FOL
INVOICE: 19501		FULL DESC:	0	PROF. SERVICES (FOLIO #199033)					
013714 HOLIDAY INN	19513	336514	0	2020	5	INV A	97.00	C-021820	PROF. SERVICES (FOL
INVOICE: 19513		FULL DESC:	0	PROF. SERVICES (FOLIO #199065)					

017049 ANIMAL HEALTH INTERN	9009969084	336507	0	2020	5	INV A	471.50	C-021820	PROF. SERVICES
INVOICE: 9009969084		FULL DESC:	0	PROF. SERVICES					
017049 ANIMAL HEALTH INTERN	9009969662	336508	0	2020	5	INV A	14.12	C-021820	PROF. SERVICES
INVOICE: 9009969662		FULL DESC:	0	PROF. SERVICES					

017650 ELMORE RD VETERINARY	141777	336510	0	2020	5	INV A	244.50	C-021820	PROF. SERVICES
INVOICE: 141777		FULL DESC:	0	PROF. SERVICES					

ACCOUNT TOTAL 1,118.12
ORG 511 TOTAL 1,288.14

902 620902 EXPENSE ACCOUNTS FACILITIES MANAGEMENT

000233 QUARLES FIRE PROTEC	2020-743	336557	0	2020	5	INV A	150.00	C-021820	SPRINKLER INSPECTOI
INVOICE:		FULL DESC:	0	SPRINKLER INSPECTOIN					
000233 QUARLES FIRE PROTEC	2020-747	336492	0	2020	5	INV A	200.00	C-021820	SPRINKLER INSPECTIO
INVOICE:		FULL DESC:	0	SPRINKLER INSPECTION-SOUTHAVEN FIRE STATION #1					
000233 QUARLES FIRE PROTEC	2020-748	336493	0	2020	5	INV A	200.00	C-021820	SPRINKLER INSPECTIO
INVOICE:		FULL DESC:	0	SPRINKLER INSPECTION-SOUTHAVEN FIRE STATION #2					
000233 QUARLES FIRE PROTEC	2020-749	336494	0	2020	5	INV A	200.00	C-021820	SPRINKLER INSPECTIO
INVOICE:		FULL DESC:	0	SPRINKLER INSPECTION-SOUTHAVEN FIRE STATION #3					
000233 QUARLES FIRE PROTEC	2020-750	336558	0	2020	5	INV A	200.00	C-021820	SPRINKLER INSPECTIO
INVOICE:		FULL DESC:	0	SPRINKLER INSPECTION					
000233 QUARLES FIRE PROTEC	2020-751	336612	0	2020	5	INV A	200.00	C-021820	SPRINKLER INSPECTIO
INVOICE:		FULL DESC:	0	SPRINKLER INSPECTION					
000233 QUARLES FIRE PROTEC	2020-762	336609	0	2020	5	INV A	150.00	C-021820	SPRINKLER INSPECTIO
INVOICE:		FULL DESC:	0	SPRINKLER INSPECTION					

1,300.00

000272 BINSWANGER GLASS #10	1015064208	336204	0	2020	5	INV A	486.00	C-021820	WINDOW/DOOR REPAIR
INVOICE: 1015064208		FULL DESC:	0	WINDOW/DOOR REPAIR @ ARENA					
000402 CURRY JANITORIAL SER	186719	336192	0	2020	5	INV A	425.00	C-021820	FBI OFFICE CLEANING
INVOICE: 186719		FULL DESC:	0	FBI OFFICE CLEANING (FEBRUARY 2020)					
000469 TRI-STAR COMPANIES,	TC13974	336442	0	2020	5	INV A	4,980.00	C-021820	HVAC SERV. - CITY H
INVOICE:		FULL DESC:	0	HVAC SERV. - CITY HALL					

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2020/1	TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
000469 TRI-STAR COMPANIES,	TC14437	336542	0	2020	5 INV A	1,152.02	C-021820	HVAC SERVICE
INVOICE:		FULL DESC:	HVAC SERVICE			6,132.02		
000492 THYSSENKRUPP ELEVATO	3005074859	336397	0	2020	5 INV A	2,130.00	C-021820	ELEVATOR SERV
INVOICE:	3005074859	FULL DESC:	ELEVATOR SERV					
000734 MAGNOLIA ELECTRIC	295982	336220	0	2020	5 INV A	89.70	C-021820	ELEC. REPAIRS - (1)
INVOICE:	295982	FULL DESC:	ELEC. REPAIRS - (1) 400W MH MOGAL BASE					
001099 NORTH MS PEST CONTR	336712142039	336410	0	2020	5 INV A	160.50	C-021820	PEST CONTROL
INVOICE:	336712142039	FULL DESC:	PEST CONTROL					
001104 SHERWIN WILLIAMS SOU	5189-7	336469	0	2020	5 INV A	114.16	C-021820	PAINT MAINT.
INVOICE:		FULL DESC:	PAINT MAINT.					
006685 DEX IMAGING	AR4922832	336598	0	2020	5 INV A	79.14	C-021820	MP8510-4TH FLOOR MA
INVOICE:		FULL DESC:	MP8510-4TH FLOOR MAYORS OFFICE					
009871 FLOOR STORE DESOTO	8942	336570	20000057	2020	5 INV A	9,788.85	C-021820	FLOORING REPLACEMENT
INVOICE:	8942	FULL DESC:	FLOORING REPLACEMENT AT POLICE					
012576 AKINS DWAYNE ODIS	2661	336203	0	2020	5 INV A	850.00	C-021820	CLEANING OF SOUTHAV
INVOICE:	2661	FULL DESC:	CLEANING OF SOUTHAVEN POLICE DEPT.					
012576 AKINS DWAYNE ODIS	2662	336202	0	2020	5 INV A	500.00	C-021820	CLEANING OF WEST PR
INVOICE:	2662	FULL DESC:	CLEANING OF WEST PRECINCT					
012576 AKINS DWAYNE ODIS	2663	336766	0	2020	5 INV A	96.75	C-021820	CLEANING OF EAST PR
INVOICE:	2663	FULL DESC:	CLEANING OF EAST PRECINCT					
012576 AKINS DWAYNE ODIS	2664	336767	0	2020	5 INV A	156.75	C-021820	CLEANING OF 1855 VE
INVOICE:	2664	FULL DESC:	CLEANING OF 1855 VETERAINS DR					
012576 AKINS DWAYNE ODIS	2665	336768	0	2020	5 INV A	850.00	C-021820	CLEANING OF SOUTHAV
INVOICE:	2665	FULL DESC:	CLEANING OF SOUTHAVEN POLICE DEPARTMENT					
012576 AKINS DWAYNE ODIS	2666	336769	0	2020	5 INV A	500.00	C-021820	CLEANING OF WEST PR
INVOICE:	2666	FULL DESC:	CLEANING OF WEST PRECINCT					
012576 AKINS DWAYNE ODIS	2667	336770	0	2020	5 INV A	96.75	C-021820	CLEANING OF EAST PR
INVOICE:	2667	FULL DESC:	CLEANING OF EAST PRECINCT					
012576 AKINS DWAYNE ODIS	2668	336771	0	2020	5 INV A	156.75	C-021820	CLEANING OF 1855 VE
INVOICE:	2668	FULL DESC:	CLEANING OF 1855 VETERAINS DR.					
						3,207.00		
012638 COUNTER CONNECTIONS	966	336285	0	2020	5 INV A	150.00	C-021820	COUNTER INSTALLATIO
INVOICE:	966	FULL DESC:	COUNTER INSTALLATION @ SPD					
014437 CB RICHARD ELLIS COR	651300	336173	0	2020	5 INV A	453.94	C-021820	FEB. 2020 RENT
INVOICE:	651300	FULL DESC:	FEB. 2020 RENT					
016182 H&H SERVICES GROUP	74235	336419	0	2020	5 INV A	928.50	C-021820	FILTER SERVICES - H
INVOICE:	74235	FULL DESC:	FILTER SERVICES - HANFORD CHURCH ON SPENDING AD					
016182 H&H SERVICES GROUP	74409	336611	0	2020	5 INV A	30.00	C-021820	FILTER SERVICES
INVOICE:	74409	FULL DESC:	FILTER SERVICES					

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ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

016182 H&H SERVICES GROUP 74410 336418 0 2020 5 INV A 35.00 C-021820 FILTER SERVICES - A
INVOICE: 74410 FULL DESC: FILTER SERVICES - ANIMAL SHELTER

993.50

016517 UPCHURCH SERVICES, L 157158 336797 0 2020 5 INV A 410.00 C-021820 HVAC SERVICE @ SOUT
INVOICE: 157158 FULL DESC: HVAC SERVICE @ SOUTHAVEN COURT HOUSE
016517 UPCHURCH SERVICES, L 157248 336796 0 2020 5 INV A 579.94 C-021820 HVAC SERVICE @ SPD
INVOICE: 157248 FULL DESC: HVAC SERVICE @ SPD

989.94

017204 PYRAMID INTERIORS DI MT00393957-1 336210 0 2020 5 INV A 161.95 C-021820 CEILING TILE
INVOICE: FULL DESC: CEILING TILE

018472 M2MANAGEMENT SOLUTION 2461 336395 0 2020 5 INV A 1,799.90 C-021820 ELECT TRACKING SYST
INVOICE: 2461 FULL DESC: ELECT TRACKING SYSTEM

019694 MID-SOUTH TELECOM 62069 336216 0 2020 5 INV A 260.00 C-021820 PHONE SERV./COMM.-@
INVOICE: 62069 FULL DESC: PHONE SERV./COMM.-@ SOUTHAVEN MUNICIPAL COURT
019694 MID-SOUTH TELECOM 62336 336215 0 2020 5 INV A 2,574.10 C-021820 PHONE SERV.-CITY HA
INVOICE: 62336 FULL DESC: PHONE SERV.-CITY HALL FIRE FLOOR CAMERAS
019694 MID-SOUTH TELECOM 62337 336214 0 2020 5 INV A 325.00 C-021820 PHONE SERV./COMM.-M
INVOICE: 62337 FULL DESC: PHONE SERV./COMM.-MOVE COMCAST LINE TO CONF. ROOM
019694 MID-SOUTH TELECOM 62444 336219 0 2020 5 INV A 195.00 C-021820 PHONE SERV.-@ PARKS
INVOICE: 62444 FULL DESC: PHONE SERV.-@ PARKS & RECREATION OFFICE
019694 MID-SOUTH TELECOM 62446 336543 0 2020 5 INV A 7,977.55 C-021820 PHONE SERVICE APPRO
INVOICE: 62446 FULL DESC: PHONE SERVICE APPROVED W/I.T.
019694 MID-SOUTH TELECOM 62666 336217 0 2020 5 INV A 225.00 C-021820 PHONE SERV.-@ SOUTH
INVOICE: 62666 FULL DESC: PHONE SERV.-@ SOUTHAVEN FIRE DEPT. STATION #3
019694 MID-SOUTH TELECOM 62727 336218 0 2020 5 INV A 480.00 C-021820 PHONE SERV.-TECH TR
INVOICE: 62727 FULL DESC: PHONE SERV.-TECH TROUBLESHOOT 1 PHONE @ 8710 NW DR

12,036.65

021382 PETTY CASH 2-10-2020 336533 0 2020 5 INV A 30.00 C-021820 CLERK'S OFFICE PETT
INVOICE: FULL DESC: CLERK'S OFFICE PETTY CASH REIMB.

022372 OVERALL CHEMICAL COM 5110 336421 0 2020 5 INV A 1,535.00 C-021820 CLEANING WEEK OF 7-
INVOICE: 5110 FULL DESC: CLEANING WEEK OF 7-8-2019
022372 OVERALL CHEMICAL COM 5140 336411 0 2020 5 INV A 640.00 C-021820 CLEANING WEEK OF 1-
INVOICE: 5140 FULL DESC: CLEANING WEEK OF 1-27-2020

2,175.00

026229 PROCOR 21020-2 336778 0 2020 5 INV A 4,548.50 C-021820 FLOORING @ SPD EAST
INVOICE: FULL DESC: FLOORING @ SPD EAST PRECINCT

031059 KEVIN BAKER ROOFING 2620 336417 0 2020 5 INV A 800.00 C-021820 ROOFING SERVICES@ 3
INVOICE: 2620 FULL DESC: ROOFING SERVICES@ 385 MAIN ST & 1320 BROOKHAVEN DR

ACCOUNT TOTAL 48,051.75

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

902 621400 LIBRARY EXPENSE 0.75 MILL
001927 FIRST REGIONAL LIBRA 2122020 336689 0 2020 5 INV A 300,000.00 C-021820 BOARD APPROVED FY20
INVOICE: 2122020 FULL DESC: BOARD APPROVED FY2020 DONATION

902 622100 PROFESSIONAL SERVICES
019761 BUSINESS AND LEGAL 19081540 336326 0 2020 5 INV A 3,035.00 C-021820 EMPLOYEE ON-LINE TR
INVOICE: 19081540 FULL DESC: EMPLOYEE ON-LINE TRAINING

024871 WAGWORKS 120-TR44884 336489 0 2020 5 INV A 216.54 C-021820 JAN 2020 COBRA
INVOICE: FULL DESC: JAN 2020 COBRA

902 624850 SNOWDEN PARKS MAINT BUILDING
000437 C & M BUILDERS INC PAYAPP3 336336 0 2020 5 INV A 117,688.85 C-021820 PAYAPP 3 PARKS DHOP
INVOICE: FULL DESC: PAYAPP 3 PARKS DHOP

005831 URBANARCH ASSOC PC 18029-A9 336687 0 2020 5 INV A 417.69 C-021820 PARKS SHOP
INVOICE: FULL DESC: PARKS SHOP

018221 CIVIL-LINK, LLC 74426 336641 0 2020 5 INV A 7,856.68 C-021820 SOUTHAVEN MAINTENAN
INVOICE: 74426 FULL DESC: SOUTHAVEN MAINTENANCE FACILITY-GRADING & DRAINAGE

902 625100 STREET IMPROVEMENT
018221 CIVIL-LINK, LLC 74411 336642 0 2020 5 INV A 15,321.76 C-021820 CITY PAVEMENT PERSE
INVOICE: 74411 FULL DESC: CITY PAVEMENT PRESERVATION PROGRAM

902 625103 DRAINAGE MAINTENANCE
009591 TRI FIRMA 5757QB 336559 0 2020 5 INV A 1,578.68 C-021820 4225 ST ANNE COVE
INVOICE: 5758QB FULL DESC: 4225 ST ANNE COVE
009591 TRI FIRMA 5758QB 336560 0 2020 5 INV A 3,125.17 C-021820 8391 BOONEVILLE DR
INVOICE: 5759QB FULL DESC: 8391 BOONEVILLE DR
009591 TRI FIRMA 5759QB 336561 0 2020 5 INV A 1,371.95 C-021820 1225 JOANN DR
INVOICE: 1225 JOANN DR FULL DESC: 1225 JOANN DR

902 625105 HAZARD MITIGATION
018221 CIVIL-LINK, LLC 74405 336747 0 2020 5 INV A 549.95 C-021820 MEADOW PT-CHURCH RD
INVOICE: 74405 FULL DESC: MEADOW PT-CHURCH RD EWP/DRAINAGE IMPROVEMENTS

ACCOUNT TOTAL 549.95

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YEAR/PERIOD: 2020/1	TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
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902	625125		HL CREEK BRIDGE				
018221	CIVIL-LINK, LLC	74402	0	2020 5 INV A	56,807.39	C-021820	HL CRK BRIDGE REPLA
INVOICE:	74402		FULL DESC:	HL CRK BRIDGE REPLACEMENT			

ACCOUNT TOTAL 56,807.39

902	625150		DRAINAGE IMPROVEMENT				
003929	EPI CORPORATION	35677	0	2020 5 INV A	29,798.48	C-021820	PLUMPOINT - FEMA LO
INVOICE:	35677		FULL DESC:	PLUMPOINT - FEMA LOWR			

018221	CIVIL-LINK, LLC	74404	0	2020 5 INV A	1,312.58	C-021820	LCNOI EROSION CONTR
INVOICE:	74404		FULL DESC:	LCNOI EROSION CONTROL INSPECTION/DRAINAGE IMPROV.			
018221	CIVIL-LINK, LLC	74406	0	2020 5 INV A	2,721.08	C-021820	BONNER-NOLEHOLE CRE
INVOICE:	74406		FULL DESC:	BONNER-NOLEHOLE CREEK EMP/DRAINAGE IMPROVEMENTS			
018221	CIVIL-LINK, LLC	74407	0	2020 5 INV A	549.95	C-021820	STATELINE RD EMP/DR
INVOICE:	74407		FULL DESC:	STATELINE RD EMP/DRAINAGE IMPROVEMENTS			
018221	CIVIL-LINK, LLC	74412	0	2020 5 INV A	1,881.11	C-021820	DRAINAGE IMPROVEMEN
INVOICE:	74412		FULL DESC:	DRAINAGE IMPROVEMENTS			
018221	CIVIL-LINK, LLC	74413	0	2020 5 INV A	4,281.44	C-021820	TRINITY CHURCH/DRAI
INVOICE:	74413		FULL DESC:	TRINITY CHURCH/DRAINAGE IMPROVEMENTS			
018221	CIVIL-LINK, LLC	74414	0	2020 5 INV A	3,093.93	C-021820	MISSISSIPPI VALLEY
INVOICE:	74414		FULL DESC:	MISSISSIPPI VALLEY BLVD./DRAINAGE IMPROVEMENTS			

13,840.09

ACCOUNT TOTAL 43,638.57
ORG 902 TOTAL 599,659.98

903	624102		ADMINISTRATIVE EXPENSES				
002242	TRUSTMARK NATIONAL B	200201282543	336563	0	2020 5 INV A	3,750.00	C-021820
INVOICE:			FULL DESC:	1058015509 & 1058015590 SERIES 2013 & 2014			1058015509 & 105801

013790	HANCOCK BANK	35332	0	2020 5 INV A	900.00	C-021820	SOUTHGORF1217 PAYIN
INVOICE:	35332		FULL DESC:	SOUTHGORF1217 PAYING AGENT FEE			
013790	HANCOCK BANK	35333	0	2020 5 INV A	750.00	C-021820	SOUTHGORF1217 ESCRO
INVOICE:	35333		FULL DESC:	SOUTHGORF1217 ESCROW FEES			
013790	HANCOCK BANK	35336	0	2020 5 INV A	820.00	C-021820	SOUTHCTGO210
INVOICE:	35336		FULL DESC:	SOUTHCTGO210			

2,470.00

ACCOUNT TOTAL 6,220.00
ORG 903 TOTAL 6,220.00

904	622100		LITIGATION				
017086	BUTLER SNOW	10250671	336581	0	2020 5 INV A	21,500.00	C-021820
INVOICE:	10250671		FULL DESC:	GENERAL SERVICES THRU JANUARY 31, 2020			GENERAL SERVICES TH
017086	BUTLER SNOW	10250673	336580	0	2020 5 INV A	1,947.00	C-021820
INVOICE:	10250673		FULL DESC:	LITIGATION MATTERS			

21,500.00 C-021820
1,947.00 C-021820
LITIGATION MATTERS

Minutes, City of Southaven, Southaven, Mississippi

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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET C-021820



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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

INVOICE: 10250673 FULL DESC: LITIGATION MATTERS THRU JANUARY 31, 2020

23,447.00

ACCOUNT TOTAL 23,447.00

904 629100

01139 TRAVELERS

INVOICE: 571514

01139 TRAVELERS

INVOICE: 571859

571514

FULL DESC: 0

336540

FULL DESC: 0

CLAIMS PAYMENTS

BRITTON CLAIM

BOYKINS CLAIM

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2020 5 INV A

2020 5 INV A

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905 629300

029114 CNA SURETY

INVOICE: 62327575-20

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Minutes, City of Southaven, Southaven, Mississippi

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CITY OF SOUTHAVERN
FY 2020 CLAIMS DOCKET C-021820

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO

YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

FUND 0010 GENERAL FUND

TOTAL:

1,054,068.22



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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO

YEAR/PR TYP S

WARRANT

CHECK

DESCRIPTION

711

614500

018221 CIVIL-LINK, LLC
INVOICE: 74408

74408

BOND PROJECT EXPENSES

MAIN ST PEDESTRIAN SIDEWALK

336743

0

2020 5 INV A

626.13 C-021820

MAIN STREET PEDESTRIAN

ACCOUNT TOTAL

626.13

711

640550

018221 CIVIL-LINK, LLC
INVOICE: 74401
018221 CIVIL-LINK, LLC
INVOICE: 74409

74401

336643

0

2020 5 INV A

899.97 C-021820

MDOT BIKE TRAIL - C

FULL DESC: MDOT BIKE TRAIL - CENTRAL PARK TO SNOWDEN GROVE

336741

0

2020 5 INV A

11,294.87 C-021820

SNOWDEN GROVE PARK

FULL DESC: SNOWDEN GROVE PARK PED. PATH-C&I/PROF. SERV.

12,194.84

ACCOUNT TOTAL

12,194.84

711

640900

027861 WAGGONER ENGINEERIN
INVOICE: 36463

36463

336539

0

2020 5 INV A

490.75 C-021820

MAIL RD EXTENSION -

FULL DESC: MAIL RD EXTENSION - ELMORE/SWINNEA

ACCOUNT TOTAL

490.75

711

640965

018221 CIVIL-LINK, LLC
INVOICE: 74410

74410

336738

0

2020 5 INV A

16,235.61 C-021820

GETWELL ROAD WIDENI

FULL DESC: GETWELL ROAD WIDENING

ACCOUNT TOTAL

16,235.61

ORG 711

TOTAL

29,547.33

FUND 0100 BOND FUNDED CAP PROJ

TOTAL:

29,547.33

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

611	623800 90015	SPECIAL ASSESSMENTS EXPEND							
611	005831 URBANARCH ASSOC PC	PARK IMPROVEMENTS	19029-A2	336688	0	2020 5 INV A	9,058.77	C-021820	SOCCER CONCESSION -
	INVOICE:	FULL DESC:				SOCCER CONCESSION - SNOWDEN			
018221	CIVIL-LINK, LLC		74425	336694	0	2020 5 INV A	22,024.50	C-021820	SOCCER - SNOWDEN
	INVOICE:	FULL DESC:				SOCCER - SNOWDEN			
		ACCOUNT TOTAL					31,083.27		
611	623800 90016	PARK IMPROVEMENTS							
024168	FULWOOD CONSTRUCTION	PAYAPP-10		336516	0	2020 5 INV A	29,608.62	C-021820	PAYAPP-10 GREENBROO
	INVOICE:	FULL DESC:				PAYAPP-10 GREENBROOK			
		ACCOUNT TOTAL					29,608.62		
611	623800 90019	PARK IMPROVEMENTS							
015757	BARNES & BROWER	PAYAPP5		336665	0	2020 5 INV A	156,182.52	C-021820	SPRINGFEST PARKING
	INVOICE:	FULL DESC:				SPRINGFEST PARKING LOT IMPROVEMENTS			
018221	CIVIL-LINK, LLC		74427	336718	0	2020 5 INV A	3,442.55	C-021820	SPRINGFEST PARKING
	INVOICE:	FULL DESC:				SPRINGFEST PARKING			
		ACCOUNT TOTAL					159,625.07		
611	626105	SPRINGFEST EXPENSE							
017189	ASCAP	500584959-20		336174	0	2020 5 INV A	367.22	C-021820	500584959 - MEMBERS
	INVOICE:	FULL DESC:				500584959 - MEMBERSHIP			
		ACCOUNT TOTAL					367.22		
		ORG 611 TOTAL					220,684.18		
		FUND 0240 TOURIST & CONVENTION							
		TOTAL:					220,684.18		

Minutes, City of Southaven, Southaven, Mississippi



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15405prt1 FY 2020 CLAIMS DOCKET C-021820 ap1nvgl1a

YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

701 DEBT SVC EXPENSES
701 626705 FIRE TRUCK NOTE PAYMENT
000848 MS DEVELOPMENT AUTHO 2-6-2020 336486 0 2020 5 INV A 6,598.70 C-021820 GMS #50618 - LOAN P
INVOICE: FULL DESC: GMS #50618 - LOAN PAYMENT/FY 2020 (MARCH 2020)

ACCOUNT TOTAL 6,598.70
ORG 701 TOTAL 6,598.70

FUND 0300 DEBT SERVICE TOTAL: 6,598.70

Minutes, City of Southaven, Southaven, Mississippi

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1540aprl FY 2020 CLAIMS DOCKET C-021820

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0400 130700 UTILITY FUND ACCOUNTS RECEIVABLE
0400 031345 CARTER RONALD 36884 336245 0 2020 5 INV A 190.72 C-021820
INVOICE: 36884 FULL DESC:

031347 HALEY WILLIE G. 36885 336279 0 2020 5 INV A 315.71 C-021820
INVOICE: 36885 FULL DESC:

ACCOUNT TOTAL 506.43

0400 212700 CUSTOMER DEPOSITS
031344 WASHINGTON LACRAVION 36883 336197 0 2020 5 INV A 125.00 C-021820
INVOICE: 36883 FULL DESC: DEPOSIT - 1WR07 UB REFUND

031353 ANDERSON JESSICA 36886 336380 0 2020 5 INV A 125.00 C-021820
INVOICE: 36886 FULL DESC: DEPOSIT - 1WR07 UB REFUND

ACCOUNT TOTAL 250.00

0400 562800 TAP FEES-SEWER
031349 MANN AUSTIN 2-06-20 336456 0 2020 5 INV A 950.00 C-021820
INVOICE: FULL DESC: REFUND- TAP FEES/ SEWER PROJECT

ACCOUNT TOTAL 950.00

0400 563000 DCRUA TAP FEE
031349 MANN AUSTIN 2-06-20 336456 0 2020 5 INV A 300.00 C-021820
INVOICE: FULL DESC: REFUND- TAP FEES/ SEWER PROJECT

ACCOUNT TOTAL 300.00

0400 564000 DCRUA UPGRADE-COUNTY WIDE
031349 MANN AUSTIN 2-06-20 336456 0 2020 5 INV A 150.00 C-021820
INVOICE: FULL DESC: REFUND- TAP FEES/ SEWER PROJECT

ACCOUNT TOTAL 150.00

ORG 0400 TOTAL 2,156.43

811 651400 UTILITY EXPENSE ACCOUNTS
811 004646 DESOTO COUNTY REGION 2-6-2020 336636 0 2020 5 INV A 13,350.00 C-021820
INVOICE: FULL DESC: COLLECTED SEWER FEES (DEC. 2019-JAN. 2020) CTY&UPG

ACCOUNT TOTAL 13,350.00

811 651500 DCRUA TAP FEES
004646 DESOTO COUNTY REGION 2-6-2020 336636 0 2020 5 INV A 29,900.00 C-021820
INVOICE: FULL DESC: COLLECTED SEWER FEES (DEC. 2019-JAN. 2020) CTY&UPG

ACCOUNT TOTAL 29,900.00

COLLECTED SEWER FEE

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CITY OF SOUTHAVEN
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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCU

VOUCHER NO	YEAR/PR	TYP S
1	1964/PR	1
2	1964/PR	1
3	1964/PR	1
4	1964/PR	1
5	1964/PR	1
6	1964/PR	1
7	1964/PR	1
8	1964/PR	1
9	1964/PR	1
10	1964/PR	1
11	1964/PR	1
12	1964/PR	1
13	1964/PR	1
14	1964/PR	1
15	1964/PR	1
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99	1964/PR	1
100	1964/PR	1

WARRANT	CHECK	DESCRIPTION
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ORG 811	TOTAL	43,250.00
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815	625300	UTILITY CAPITAL IMPROVEMENTS			
815		EXTENSION & OTHER IMPROVEMENTS			
000952	TYLER TECHNOLOGIES		336386	0	1,400.00
INVOICE:	45-290712			2020 5 INV A	C-0218200
		FULL DESC:	UB TRAINING		

018221 CIVIL-LINK, LLC	74418	336669	0	2020	5	INV A	23,454.61	C-021820	COE PLANNING ASST.
INVOICE: 74418		FULL DESC:	0	COE PLANNING ASST. TO STATES -		MAPPING			
018221 CIVIL-LINK, LLC	74419	336668	0	2020	5	INV A	4,865.84	C-021820	WATER VALVE OPER. &
INVOICE: 74419		FULL DESC:	0	WATER VALVE OPER. & EVAL. SERVICES					
018221 CIVIL-LINK, LLC	74420	336667	0	2020	5	INV A	4,306.25	C-021820	FIRE SERVICE EXTENS
INVOICE: 74420		FULL DESC:	0	FIRE SERVICE EXTENSION-PHASE 3					
018221 CIVIL-LINK, LLC	74421	336666	0	2020	5	INV A	9,018.75	C-021820	STARLANDING WATER S
INVOICE: 74421		FULL DESC:	0	STARLANDING WATER SUPPLY IMPROVEMENTS					
018221 CIVIL-LINK, LLC	74422	336664	0	2020	5	INV A	17,205.59	C-021820	MEDLINE FIRE SERVIC
INVOICE: 74422		FULL DESC:	0	MEDLINE FIRE SERVICE EXTENSION					
018221 CIVIL-LINK, LLC	74423	336663	0	2020	5	INV A	7,150.00	C-021820	CITY AMR CONVERSION
INVOICE: 74423		FULL DESC:	0	CITY AMR CONVERSION					
018221 CIVIL-LINK, LLC	74424	336662	0	2020	5	INV A	1,499.95	C-021820	PEPPERCHASE EXPANSI
INVOICE: 74424		FULL DESC:	0	PEPPERCHASE EXPANSION					

67,500.99

022719 UMB CARD SERVICES	1-1-20	336746	0	2020	5	INV A	352.43	C-021820
INVOICE:								
		FULL DESC:	UMB CREDIT CARD					

ACCOUNT TOTAL	69,253.42
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815	625305		SANITARY SEWER EXTENSION
018221	CIVIL-LINK, LLC	74417	
INVOICE:	74417		
		336670	0
FULL DESC:		SANITARY SEWER SERVICE MODIFICATION	2020 5 INV A
			2,325.06 C-021820

ACCOUNT TOTAL	2,325.06
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ORG 815	TOTAL	71,578.48
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~~1-86-85~~

ACCOUNT TOTAL,	1.86.85
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Minutes, City of Southaven, Southaven, Mississippi

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

820 626500 AR4923985 336314 0 2020 5 INV A PRINTING
006685 DEX IMAGING FULL DESC: MP212296 - COPIER @ CITY HALL/WATER 39.74 C-021820 MP212296 - COPIER @
INVOICE: AR4952075 0 2020 5 INV A 15.10 C-021820 #MP8773 COPIER @ CI
006685 DEX IMAGING FULL DESC: #MP8773 COPIER @ CITY HALL - WATER
INVOICE: FULL DESC: 54.84

ACCOUNT TOTAL 54.84

820 626900 TRAVEL & TRAINING
002087 MS MUNICIPAL LEAGUE 31002 336724 0 2020 5 INV A 550.00 C-021820 2020 MML CONG. REGI
INVOICE: 31002 FULL DESC: 2020 MML CONG. REGISTRATION
ACCOUNT TOTAL 550.00

ORG 820 TOTAL 791.69

825 611000 UTILITY MAINTENANCE EXPENSES
000224 HERNANDO EQUIPMENT 96618 336232 0 2020 5 INV A 81.90 C-021820 RIPPING CHAIN
INVOICE: 96618 FULL DESC: RIPPING CHAIN

000354 METER SERVICE AND SU 18055 336389 0 2020 5 INV A 1,136.55 C-021820 ADAPTERS & COPPER T
INVOICE: 18055 FULL DESC: ADAPTERS & COPPER TUBING
000354 METER SERVICE AND SU 18063 336390 0 2020 5 INV A 200.60 C-021820 ADAPTERS
INVOICE: 18063 FULL DESC: ADAPTERS
000354 METER SERVICE AND SU 18068 336387 0 2020 5 INV A 295.00 C-021820 20X2 HARD COPPER
INVOICE: 18068 FULL DESC: 20X2 HARD COPPER
000354 METER SERVICE AND SU 18095 336379 0 2020 5 INV A 541.10 C-021820 2" 90 CURBSTOPS
INVOICE: 18095 FULL DESC: 2" 90 CURBSTOPS

2,173.25

000989 ICM OF MEMPHIS 30003898 336647 0 2020 5 INV A 130.00 C-021820 1" BALL VALVE
INVOICE: 30003898 FULL DESC: 1" BALL VALVE

001102 SOUTHAVEN SUPPLY 26674 336702 0 2020 5 INV A 933.39 C-021820 MISC. SUPPLIES
INVOICE: 26674 FULL DESC: MISC. SUPPLIES

001320 MARTIN MACHINE WORKS 1368 336388 0 2020 5 INV A 882.00 C-021820 2" & 1 1/2" COPPER
INVOICE: 1368 FULL DESC: 2" & 1 1/2" COPPER REROUNDING TOOLS

005044 LOWE'S HOME CENTERS, 2-15-20 336575 0 2020 5 INV A 3,788.14 C-021820 LOWE'S CREDIT CARD
INVOICE: FULL DESC: LOWE'S CREDIT CARD

007304 O'REILLYS AUTO PARTS 1257-435595 336392 0 2020 5 INV A 10.99 C-021820 ANTI-FREEZE TRUCK 8
INVOICE: FULL DESC: ANTI-FREEZE TRUCK 818
007304 O'REILLYS AUTO PARTS 1257-445286 336394 0 2020 5 INV A 5.20 C-021820 LIGHTS TRUCK #835
INVOICE: FULL DESC: LIGHTS TRUCK #835
007304 O'REILLYS AUTO PARTS 1257-447878 336382 0 2020 5 INV A 278.26 C-021820 CLEANING SUPPLIES &

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CITY OF SOUTHAVEN
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ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

INVOICE: FULL DESC: CLEANING SUPPLIES ADEF FLUID FOR TRUCKS

294.45

007766 CENTRAL PIPE SUPPLY, S100203414-1 336652 0 2020 5 INV A 736.00 C-021820 1.5" METER CELLULAR
INVOICE: FULL DESC: 1.5" METER CELLULAR
007766 CENTRAL PIPE SUPPLY, S100206018-1 336651 0 2020 5 INV A 1,625.60 C-021820 2" METERS 3/4" COUPLINGS
INVOICE: FULL DESC: 2" METERS 3/4" COUPLINGS
007766 CENTRAL PIPE SUPPLY, S100206278-1 336653 0 2020 5 INV A 1,789.60 C-021820 2" METERS
INVOICE: FULL DESC: 2" METERS

4,151.20

007819 TOPMOST CHEMICAL 711568 336655 0 2020 5 INV A 2,225.52 C-021820 GLOVES, PAPER TOWEL
INVOICE: 711568 FULL DESC: GLOVES, PAPER TOWELS & HAND SANITIZER

016582 CONTRACTORS SUPPLY P 125709 336654 0 2020 5 INV A 331.80 C-021820 PAINT
INVOICE: 125709 FULL DESC: PAINT

025818 BADGER METER INC 80046453 336284 0 2020 5 INV A 135.28 C-021820 CELLULAR METER ENDP
INVOICE: 80046453 FULL DESC: CELLULAR METER ENDPOINT

030629 AMAZON CAPITAL 111C94N3YVEJ 336649 0 2020 5 INV A 234.00 C-021820 #ANKP067K88KPB-CHAI
INVOICE: FULL DESC: #ANKP067K88KPB-CHAINS&W MILL (36") UTILITIES
030629 AMAZON CAPITAL 1C9R1GML4MTN 336660 0 2020 5 INV A 236.85 C-021820 #ANKP067K88KPB-ROTA
INVOICE: FULL DESC: #ANKP067K88KPB-ROTATING BASE SHEAD BENCH VICE 3"
030629 AMAZON CAPITAL 1JRM1JUVAPTR 336671 0 2020 5 INV A 563.36 C-021820 #ANKP067K88KPB - TO
INVOICE: FULL DESC: #ANKP067K88KPB - TOOL KIT, CROSSBAR KITS, EZ RAIL

1,034.21

ACCOUNT TOTAL 16,161.14

825 611300 MAINTENANCE VEHICLES
000189 HOMER SKELTON FORD 6108398 336283 0 2020 5 INV A 63.55 C-021820 ROUTINE MAINTENANCE
INVOICE: 6108398 FULL DESC: ROUTINE MAINTENANCE FOR TRUCK #801

006706 LANDERS DODGE 295681 336650 0 2020 5 INV A 191.81 C-021820 ROUTINE MAINT. TRUC
INVOICE: 295681 FULL DESC: ROUTINE MAINT. TRUCK #855

007304 O'REILLYS AUTO PARTS 1257-448520 336384 0 2020 5 INV A 109.99 C-021820 MAKE PADS & ROTOR T
INVOICE: FULL DESC: MAKE PADS & ROTOR TRUCK #801

021382 PETTY CASH 2-10-2020 336533 0 2020 5 INV A 10.00 C-021820 CLERK'S OFFICE PETT
INVOICE: FULL DESC: CLERK'S OFFICE PETTY CASH REIMB.

022719 UMB CARD SERVICES 1-1-20 336746 0 2020 5 INV A 1,506.00 C-021820 UMB CREDIT CARD
INVOICE: FULL DESC: UMB CREDIT CARD

001154 DISCOUNT TIRES 116498 336313 0 2020 5 INV A 1,404.00 C-021820 TIRES FOR TRUCK #80
INVOICE: 116498 FULL DESC: TIRES FOR TRUCK #806

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YEAR/PERIOD:	2020/1	TO 2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
825	029563	LANDERS FORD SOUTH	117243	336231	0	2020	5 INV A	281.49	C-021820	VEHICLE SERVICES -
	INVOICE:	117243		FULL DESC:	VEHICLE SERVICES - TRUCK #809					
				ACCOUNT TOTAL				3,566.84		
825	612200									
	005938	T & B TRUCK REPAIR	14634	336730	0	2020	5 INV A	2,099.65	C-021820	REPAIRS TO DUMPTRUC
	INVOICE:	14634		FULL DESC:	REPAIRS TO DUMPTRUCK #825					
				ACCOUNT TOTAL				2,099.65		
825	612500									
	000983	UNIFIRST CORP	222-0114176	336657	0	2020	5 INV A	112.20	C-021820	UNIFORMS
	INVOICE:			FULL DESC:	UNIFORMS					
	000983	UNIFIRST CORP	2220112373	336556	0	2020	5 INV A	106.59	C-021820	UNIFORMS
	INVOICE:	2220112373		FULL DESC:	UNIFORMS					
				ACCOUNT TOTAL				218.79		
010235	SPORTSMAN'S WAREHOUS	8U1AU200703D	336731	0	2020	5 INV A		300.00	C-021820	BOOTS
	INVOICE:			FULL DESC:	BOOTS					
				ACCOUNT TOTAL				518.79		
825	614000									
	005044	LOWE'S HOME CENTERS, 2-15-20		336575	0	2020	5 INV A	205.04	C-021820	LOWE'S CREDIT CARD
	INVOICE:			FULL DESC:	LOWE'S CREDIT CARD					
	007304	O'REILLYS AUTO PARTS 1257-436440	336393	0	2020	5 INV A		51.98	C-021820	MOTOR OIL TRUCK #81
	INVOICE:			FULL DESC:	MOTOR OIL TRUCK #818					
				ACCOUNT TOTAL				257.02		
825	622100									
	005329	TENCARVA MACHINERY C 820222		336648	0	2020	5 INV A	390.00	C-021820	REPAIRS TO LIFT STA
	INVOICE:	820222		FULL DESC:	REPAIRS TO LIFT STATION @ CIVIC CENTER APTS					
	005329	TENCARVA MACHINERY C 820480		336646	0	2020	5 INV A	364.00	C-021820	SMARTCOVER
	INVOICE:	820480		FULL DESC:	SMARTCOVER					
				ACCOUNT TOTAL				754.00		
018221	CIVIL-LINK, LLC		74416	336661	0	2020	5 INV A	21,524.00	C-021820	UTILITIES RPR
	INVOICE:	74416		FULL DESC:	UTILITIES RPR					
				ACCOUNT TOTAL				22,278.00		
825	630600									
	000070	AERIAL TRUCK EQUIP C 29381		336337	20000019	2020	5 INV A	11,991.70	C-021820	CREW TRUCK REPLACEM
	INVOICE:	29381		FULL DESC:	CREW TRUCK REPLACEMENT BED TRUCK #869					
	004494	J R STEWART	34269	336282	0	2020	5 INV A	4,800.00	C-021820	PARTS FOR CAMERA TR
	INVOICE:	34269		FULL DESC:	PARTS FOR CAMERA TRAILER					

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ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

ACCOUNT TOTAL		16,791.70
ORG 825	TOTAL	61,673.14
FUND 0400 UTILITY FUND		
TOTAL:		179,449.74

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850	612500	MAINTENANCE EXPENSES							
850	000983 UNIFIRST CORP	UNIFORMS	222-0112375	336209	0	2020	5	INV A	27.41 C-021820
	INVOICE:	FULL DESC:							UNIFORMS
000983 UNIFIRST CORP			222-0114178	336522	0	2020	5	INV A	27.41 C-021820
	INVOICE:	FULL DESC:							UNIFORMS

850	622100	PROFESSIONAL SERVICES							
007500 SWEEPING CORPORATION	336712142039	336415	0	2020	5	INV A	30,828.16	C-021820	SWEEPING SERV. PER
	INVOICE:	FULL DESC:							SWEEPING SERV. PER
007500 SWEEPING CORPORATION	336712142039	336416	0	2020	5	INV A	300.00	C-021820	SWEEPING SERV. PER
	INVOICE:	FULL DESC:							SWEEPING SERV. PER

008127 WASTE CONNECTIONS OF	6010-0120001	336208	0	2020	5	INV A	195,875.10	C-021820	1107712-001/TRASH S
	INVOICE:	FULL DESC:							
029000 REPUBLIC SERVICES	4397-750	336608	0	2020	5	INV A	394.85	C-021820	RECYCLING SERVICES
	INVOICE:	FULL DESC:							

850	622107	RECYCLING SERVICES							
008127 WASTE CONNECTIONS OF	6025054	336521	0	2020	5	INV A	472.00	C-021820	6010-1032760-001/87
	INVOICE:	FULL DESC:							
008127 WASTE CONNECTIONS OF	6025122	336520	0	2020	5	INV A	195.91	C-021820	6010-1034234/8554 N
	INVOICE:	FULL DESC:							
008127 WASTE CONNECTIONS OF	6026524	336519	0	2020	5	INV A	199.97	C-021820	6010-1122820/8191 T
	INVOICE:	FULL DESC:							
008127 WASTE CONNECTIONS OF	6028126	336441	0	2020	5	INV A	139.38	C-021820	RECYCLING SERV. WES
	INVOICE:	FULL DESC:							

ACCOUNT TOTAL	1,007.26
ORG 850 TOTAL	228,460.19
TOTAL:	228,460.19

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YEAR/PERIOD:	2020/1	TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
125	621505	COURT DEPARTMENT							
125	001095	VERIZON WIRELESS	9847451616	336705	0	2020 5 INV P	80.02	D-021820	173444 642151677-00001/FEB
	INVOICE:	9847451616	FULL DESC:	642151677-00001/FEBRUARY	2020 PYMT				
007504	PAETEC	72267962	336591	0	2020 5 INV P	634.62	D-021820	173439 61147293-ITEC/CITY	
	INVOICE:	72267962	FULL DESC:	61147293-ITEC/CITY HALL/PW/COURT/SPD HQ & WEST					
			ACCOUNT TOTAL			714.64			
			ORG 125	TOTAL		714.64			
145	625700	DEPARTMENT OF FINANCE & ADMIN							
145	001095	VERIZON WIRELESS	9847451616	336705	0	2020 5 INV P	80.02	D-021820	173444 642151677-00001/FEB
	INVOICE:	9847451616	FULL DESC:	642151677-00001/FEBRUARY	2020 PYMT				
			ACCOUNT TOTAL			80.02			
			ORG 145	TOTAL		80.02			
150	610550	INFORMATION TECHNOLOGY							
150	007504	PAETEC	72267962	336591	0	2020 5 INV P	6,857.59	D-021820	173439 61147293-ITEC/CITY
	INVOICE:	72267962	FULL DESC:	61147293-ITEC/CITY HALL/PW/COURT/SPD HQ & WEST					
			ACCOUNT TOTAL			6,857.59			
150	625700	TELEPHONE/POSTAGE							
150	001095	VERIZON WIRELESS	9847451616	336705	0	2020 5 INV P	240.06	D-021820	173444 642151677-00001/FEB
	INVOICE:	9847451616	FULL DESC:	642151677-00001/FEBRUARY	2020 PYMT				
			ACCOUNT TOTAL			240.06			
			ORG 150	TOTAL		7,097.65			
155	625700	CITY CLERK							
155	007504	PAETEC	72267962	336591	0	2020 5 INV P	596.34	D-021820	173439 61147293-ITEC/CITY
	INVOICE:	72267962	FULL DESC:	61147293-ITEC/CITY HALL/PW/COURT/SPD HQ & WEST					
			ACCOUNT TOTAL			596.34			
			ORG 155	TOTAL		596.34			
180	625700	PLANNING / ENGINEERING DEPT							
180	001095	VERIZON WIRELESS	9847451616	336705	0	2020 5 INV P	360.09	D-021820	173444 642151677-00001/FEB
	INVOICE:	9847451616	FULL DESC:	642151677-00001/FEBRUARY	2020 PYMT				
			ACCOUNT TOTAL			360.09			

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ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

ORG 180 TOTAL 360.09

POLICE DEPARTMENT
SALARIES-ADMINISTRATION

211 600100 232020 336590 0 2020 5 INV P 156.31 D-021820 173438 PAYROLL SHORTAGE
211 030946 GODWIN STEVEN INVOICE: 232020 FULL DESC: PAYROLL SHORTAGE

ACCOUNT TOTAL 156.31

211 611300 6170507 336477 0 2020 5 INV P 632.55 D-021820 173433 1458 - IGNITION & S

031348 NEW SOUTH FORD INVOICE: 6170507 FULL DESC: 1458 - IGNITION & SPARK PLUGS

ACCOUNT TOTAL 632.55

211 625700 9847451616 336705 0 2020 5 INV P 3,981.54 D-021820 173444 642151677-00001/FEB

001095 VERIZON WIRELESS INVOICE: 9847451616 FULL DESC: 642151677-00001/FEBRUARY 2020 PYMT

001167 AT&T MOBILITY 7424-012720 336592 0 2020 5 INV P 4,006.21 D-021820 173435 287288007424 - SPD

INVOICE: 72267962 FULL DESC: 287288007424 - SPD CELL PHONES

007504 PAETEC 72267962 336591 0 2020 5 INV P 416.46 D-021820 173439 61147293-ITEC/CITY

INVOICE: 72267962 FULL DESC: 61147293-ITEC/CITY HALL/PW/COURT/SPD HQ & WEST

013136 AT&T 1874-012320 336272 0 2020 5 INV P 47.57 D-021820 173424 662 393-6878 235 18

INVOICE: 72267962 FULL DESC: 662 393-6878 235 1874/IA OFFICE

013136 AT&T 2001-012520 336407 0 2020 5 INV P 43.91 D-021820 173431 056 315 1282 001 -

INVOICE: 72267962 FULL DESC: 056 315 1282 001 - SPD/IA

018521 SOUTHERN TELECOMMUNI 1-29-2020 336685 0 2020 5 INV P 815.05 D-021820 173443 #2480/662-393-4898

INVOICE: 72267962 FULL DESC: #2480/662-393-4898 (JANUARY 2020 PYMT)

026909 AMERICAN MESSAGING N44801130B 336268 0 2020 5 INV P 581.43 D-021820 173423 N4 - 480113/SPD PAG

INVOICE: 72267962 FULL DESC: N4 - 480113/SPD PAGER

030081 GC PIVOTAL LLC INV3078835 336275 0 2020 5 INV P 214.59 D-021820 173428 279776 - PHONES (SP

INVOICE: 72267962 FULL DESC: 279776 - PHONES (SPD)

211 626000 110165330120 336166 0 2020 5 INV P 17.73 D-021820 173221 110165339 - 5730 ST

000966 ENTERGY INVOICE: 265004906863 FULL DESC: 110165339 - 5730 STATELINE RD W TOR SIREN

000966 ENTERGY INVOICE: 480002646068 FULL DESC: 151475605 - 7320 HIGHWAY 51

000966 ENTERGY INVOICE: 395004068097 FULL DESC: 16832636 - 4085 STATELINE RD

000966 ENTERGY INVOICE: 165005580923 FULL DESC: 16838005 - 4830 AIRWAYS BLVD

ACCOUNT TOTAL 10,106.76

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WARRANT	CHECK	DESCRIPTION
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001145	ATMOS ENERGY	4805-012420	336273	0	2020	5 INV P	357.36	D-021820	173425	4029104805 - 7320 H
INVOICE:		FULL DESC:		4029104805 - 7320 HIGHWAY 51 N						
001145	ATMOS ENERGY	50342-020520	336673	0	2020	5 INV P	118.49	D-021820	173440	4008850342-1855 VET
INVOICE:		FULL DESC:		4008850342-1855 VETERANS DR						
001145	ATMOS ENERGY	6621-012320	336145	0	2020	5 INV P	111.52	D-021820	173220	3020696621 - 6450 GETWELL RD
INVOICE:		FULL DESC:		3020696621 - 6450 GETWELL RD						
001145	ATMOS ENERGY	6889-020420	336674	0	2020	5 INV P	626.16	D-021820	173440	3017116889 - 8691 N
INVOICE:		FULL DESC:		3017116889 - 8691 NORTHWEST DR						

211	630400	MACHINERY & EQUIPMENT												
013136	AFET	1878-012320	336271	0	2020	5	INV P	8,036.00	D-021820	173424	662	M10-7046	001	18
INVOICE:		FULL DESC:		662	M10-7046	001	1878/CAD & RMS	MOBILE						

ACCOUNT TOTAL	8,036.00
ORG 211 TOTAL	21,834.50

290	625700	FIRE DEPARTMENT		TELEPHONE & POSTAGE			
290							
001095	VERIZON WIRELESS	9847451616	336705	0	2020	5 INV P	960.26 D-021820
INVOICE:	9847451616		FULL DESC:	642151677-00001/FEBRUARY 2020	PYMT		173444 642151677-00001/FEB
001167	AT&T MOBILITY	3065-012720	336593	0	2020	5 INV P	1,940.47 D-021820
INVOICE:			FULL DESC:	287288053065 - SFD CELL PHONES			173435 287288053065 - SFD
018521	SOUTHERN TELECOMMUNI	1-29-2020	336685	0	2020	5 INV P	286.75 D-021820
INVOICE:			FULL DESC:	#2480/662-393-4898 (JANUARY 2020	PYMT)		173443 #2480/662-393-4898

290	626000	UTILITIES												
000966	ENERGY	501346910120	336153	0	2020	5	INV P	164.39	D-021820	173221	50134691	-	8945	TUL
INVOICE: 230004359360		FULL DESC:		50134691	-	8945	TULANE RD							
000966	ENERGY	515895960120	336152	0	2020	5	INV P	983.16	D-021820	173221	51589596	-	1940	STA
INVOICE: 230004359442		FULL DESC:		51589596	-	1940	STANTINE R W							

1,147.55

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001145 ATMOS ENERGY 1390-012120 336151 0 2020 5 INV P 970.03 D-021820 173220 3020521390 - 6050 E
INVOICE: FULL DESC: 3020521390 - 6050 ELMORE RD
001145 ATMOS ENERGY 4569-012220 336150 0 2020 5 INV P 835.11 D-021820 173220 3020654569 - 6450 G
INVOICE: FULL DESC: 3020654569 - 6450 GETWELL RD

ACCOUNT TOTAL 1,805.14
2,952.69
ORG 290 TOTAL 6,140.17

311 625700 PUBLIC WORKS DEPARTMENT
311 001095 VERIZON WIRELESS 9847451616 336705 0 2020 5 INV P 80.02 D-021820 173444 642151677-00001/FEB
INVOICE: FULL DESC: 642151677-00001/FEBRUARY 2020 PYMT
007504 PAETEC 72267962 336591 0 2020 5 INV P 226.37 D-021820 173439 61147293-ITBC/CITY
INVOICE: FULL DESC: 61147293-ITBC/CITY HALL/PW/COURT/SPD HQ & WEST

ACCOUNT TOTAL 306.39

311 626000 UTILITIES
001145 ATMOS ENERGY 6169-012420 336146 0 2020 5 INV P 1,963.40 D-021820 173220 3016966196 - 5813 P
INVOICE: FULL DESC: 3016966196 - 5813 PEPPER CHASE DR BLDG A
001145 ATMOS ENERGY 6445-012420 336147 0 2020 5 INV P 1,337.15 D-021820 173220 3016966445 - 5813 P
INVOICE: FULL DESC: 3016966445 - 5813 PEPPER CHASE DR BLDG B
001145 ATMOS ENERGY 6721-013120 336408 0 2020 5 INV P 752.69 D-021820 173432 3016966721 - 5813 P
INVOICE: FULL DESC: 3016966721 - 5813 PEPPER CHASE DR BLDG C

4,053.24

001388 HORN LAKE WATER ASSO 2202020 336280 0 2020 5 INV P 266.25 D-021820 173429 030257000 - 5813 PE
INVOICE: FULL DESC: 030257000 - 5813 PEPPERCHASE (PW) FROM 12-3 TO 1-7

ACCOUNT TOTAL 4,319.49

ORG 311 TOTAL 4,625.88

315 626000 CITY TRAFFIC AND STREETS LIGHT UTILITIES
000966 ENTERGY 100253780120 336160 0 2020 5 INV P 166.62 D-021820 173221 100253780 - GOODMAN
INVOICE: FULL DESC: 100253780 - GOODMAN & I 55
000966 ENTERGY 129563100120 336230 0 2020 5 INV P 21.95 D-021820 173221 129563102 - 426 STA
INVOICE: FULL DESC: 129563102 - 426 STAR LANDING RD
000966 ENTERGY 150262910220 336589 0 2020 5 INV P 46.11 D-021820 173437 150262913 - CHERRY
INVOICE: FULL DESC: 150262913 - CHERRY BLOSSOM PKWY
000966 ENTERGY 163308880120 336159 0 2020 5 INV P 92.52 D-021820 173221 16330888 - GOODMAN
INVOICE: FULL DESC: 16330888 - GOODMAN RD AND SCREST
000966 ENTERGY 190414250120 336162 0 2020 5 INV P 92.52 D-021820 173221 19041425 - GOODMAN
INVOICE: FULL DESC: 19041425 - GOODMAN AND AIRWAYS BLVD
000966 ENTERGY 690860560120 336161 0 2020 5 INV P 329.61 D-021820 173221 69086056 - HAMILTON

Minutes, City of Southaven, Southaven, Mississippi

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1540sprt

CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET D-021820

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

INVOICE: 250004419064 FULL DESC: 69086056 - HAMILTON

749.33

001105 NORTHCENTRAL ELECTRI 7002-012820 336229 0 2020 5 INV P 257.48 D-021820 173222 59247002 - MALONE R
INVOICE: FULL DESC: 59247002 - MALONE RD (METER #11393283)
001105 NORTHCENTRAL ELECTRI 7009-012820 336226 0 2020 5 INV P 102.78 D-021820 173222 59247009 - FREEMAN
INVOICE: FULL DESC: 59247009 - FREEMAN LN 3750 (METER# 34801576)
001105 NORTHCENTRAL ELECTRI 7012-012820 336228 0 2020 5 INV P 62.86 D-021820 173222 59247012 - FREEMAN
INVOICE: FULL DESC: 59247012 - FREEMAN LN 3750 (METER# 18892199)
001105 NORTHCENTRAL ELECTRI 7013-012820 336227 0 2020 5 INV P 22.11 D-021820 173222 59247013 - FREEMAN
INVOICE: FULL DESC: 59247013 - FREEMAN LN 3750 (METER# 75686023)

445.23

ACCOUNT TOTAL 1,194.56

ORG 315 TOTAL 1,194.56

PARKS DEPARTMENT

411

625700

TELEPHONE & POSTAGE

001095 VERIZON WIRELESS 9847451616 336705 0 2020 5 INV P 440.11 D-021820 173444 642151677-00001/FEB
INVOICE: FULL DESC: 642151677-00001/FEBRUARY 2020 PYMT

018521 SOUTHERN TELECOMMUNT

1-29-2020

336685

0 2020 5 INV P

137.74 D-021820

173443 #2480/662-393-4898

INVOICE: FULL DESC: #2480/662-393-4898 (JANUARY 2020 PYMT)

ACCOUNT TOTAL 577.85

411

626000

UTILITIES

000966 ENTERGY 125567870120 336157 0 2020 5 INV P 623.13 D-021820 173221 125567875 - 800 STO
INVOICE: FULL DESC: 125567875 - 800 STOWOOD DR MTR 2
000966 ENTERGY 168364540120 336155 0 2020 5 INV P 107.31 D-021820 173221 16836454 - 4700 STAT
INVOICE: FULL DESC: 16836454 - 4700 STATELINE RD
000966 ENTERGY 168382290120 336154 0 2020 5 INV P 1,543.99 D-021820 173221 16838229 - 4700 STA
INVOICE: FULL DESC: 16838229 - 4700 STATELINE RD
000966 ENTERGY 311093020620 336579 0 2020 5 INV P 25.80 D-021820 173437 31109317 - 7655 TCH
INVOICE: FULL DESC: 31109317 - 7655 TCHULAHOMA
000966 ENTERGY 311093170120 336158 0 2020 5 INV P 7.73 D-021820 173221 31109317 - 7655 TCH
INVOICE: FULL DESC: 31109317 - 7655 TCHULAHOMA
000966 ENTERGY 311093170220 336577 0 2020 5 INV P 8.24 D-021820 173437 31109317 - 7655 TCH
INVOICE: FULL DESC: 31109317 - 7655 TCHULAHOMA
000966 ENTERGY 563956350120 336156 0 2020 5 INV P 24.71 D-021820 173221 56395635 - 7360 US
INVOICE: FULL DESC: 56395635 - 7360 US HIGHWAY 51 N
000966 ENTERGY 697233510220 336578 0 2020 5 INV P 8.26 D-021820 173437 69723351 - 8925 SWI
INVOICE: FULL DESC: 69723351 - 8925 SWINNEA RD

2,349.17

001145 ATMOS ENERGY

3332-012820

336224

0 2020 5 INV P

6,519.72 D-021820

172220 2015253332 7360 H

INVOICE: FULL DESC: 3015253332 - 7360 HIGHWAY 51 N

001145 ATMOS ENERGY

6854-012820

336149

0 2020 5 INV P

698.93 D-021820

173220 3020696854 - 3278 M

a hcl erp solution

6
|ap1nvglap

DESCRIPTION

61,053.10

munis
a tyler erp solution

7 D-021820 173444 642151677-00001/FEB

9	D-021820	173442	10759953	-	2543	JT
8	D-021820	173427	112498183	-	1395	PL
4	D-021820	173442	122346919	-		LEGENDS
5	D-021820	173442	17625948	-	4446	AIR
5	D-021820	173442	17627084	-	170	COLL
1	D-021820	173442	18757831	-	3401	WOO
7	D-021820	173442	60572526	-		GROVE ME
1	D-021820	173442	76194174	-	303	LONG

D-021820	173430	59247001	-	GOODMAN
D-021820	173430	59247007	-	RIVER PT
D-021820	173430	59247011	-	GOODMAN

D-021820	173425	4012381609	-	4164	H
D-021820	173440	4009764023	-	8779	W

Minutes, City of Southaven, Southaven, Mississippi

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15406pr1

CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET D-021820



YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

ORG 825	TOTAL	6,935.45
FUND 0400 UTILITY FUND	TOTAL:	6,935.45

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

Minutes, City of Southaven, Southaven, Mississippi



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1540spr1 FY 2020 CLAIMS DOCKET W-021820

YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

0010	211300	GENERAL FUND	SALES TAX PAYABLE						
0010	001176 MS DEPT OF REVENUE	36888	336529 0 2020 5 DIR P	1,311.15	W-021820	53549	JANUARY 2020	SALES	
	INVOICE: 36888		FULL DESC: JANUARY 2020 SALES TAX PAID						
			ACCOUNT TOTAL	1,311.15					
			ORG 0010 TOTAL	1,311.15					
			TOTAL:	1,311.15					

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15409Prt1

CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET W-021820

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

611 626105 SPECIAL ASSESSMENTS EXPEND
611 001176 MS DEPT OF REVENUE 12639066 336233 0 2020 5 DTR P SPRINGFEST EXPENSE
INVOICE: 12639066 FULL DESC: SPRINGFEST BEER PERMIT BALANCE 10.00 W-021820 53543 SPRINGFEST BEER PER
001176 MS DEPT OF REVENUE 907851840 336213 0 2020 5 DTR P 10.00 W-021820 53542 SPRINGFEST BEER PER
INVOICE: 907851840 FULL DESC: SPRINGFEST BEER PERMIT 20.00

ACCOUNT TOTAL 20.00
ORG 611 TOTAL 20.00
FUND 0240 TOURIST & CONVENTION TOTAL: 20.00

Minutes, City of Southaven, Southaven, Mississippi



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1540sprt1 FY 2020 CLAIMS DOCKET W-021820 | apinvgl1a

YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT VOUCHER PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

701 650101 DEBT SVC EXPENSES
701 013790 HANCOCK BANK 36880 336141 0 PRINCIPAL PAYMENT-NOTE 30,000.00 W-021820 53539 G/O BONDS SERIES 20
INVOICE: 36880 FULL DESC: G/O BONDS SERIES 2017 REF SOUTHGORF1217
013790 HANCOCK BANK 36881 336142 0 223,965.62 W-021820 53540 G/O BONDS SERIES 20
INVOICE: 36881 FULL DESC: G/O BONDS SERIES 2010 REF SOUTHCTGO210

253,965.62
ACCOUNT TOTAL 253,965.62

701 650401 GEN OB INTEREST
013790 HANCOCK BANK 36880 336141 0 2020 4 DIR P 40,606.50 W-021820 53539 G/O BONDS SERIES 20
INVOICE: 36880 FULL DESC: G/O BONDS SERIES 2017 REF SOUTHGORF1217
013790 HANCOCK BANK 36881 336142 0 2020 4 DIR P 70,643.76 W-021820 53540 G/O BONDS SERIES 20
INVOICE: 36881 FULL DESC: G/O BONDS SERIES 2010 REF SOUTHCTGO210

111,250.26
ACCOUNT TOTAL 111,250.26
ORG 701 TOTAL 365,215.88

FUND 0300 DEBT SERVICE TOTAL: 365,215.88

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YEAR/PERIOD:	2020/1	TO	2020/5	ACCOUNT/VENDOR	DOCUMENT	VOUCHER	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
0400	211300			UTILITY FUND									
0400	001176	MS DEPT OF REVENUE	0103113792	336530	0	2020	5 DIR P				3,654.99	W-021820	53550 JAN 2020 SALES TAX
	INVOICE:	103113792		FULL DESC:	JAN 2020 SALES TAX								
				ACCOUNT TOTAL							3,654.99		
				ORG 0400	TOTAL						3,654.99		
811	650101			UTILITY EXPENSE ACCOUNTS									
811	002242	TRUSTMARK NATIONAL B	36882	336143	0	2020	4 DIR P				915,000.00	W-021820	53541 W/S BONDS SERIES 20
	INVOICE:	36882		FULL DESC:	W/S BONDS SERIES 2016 ISSUE #7491								
				ACCOUNT TOTAL							915,000.00		
811	650401			BONDS REDEEM GNL OB INT									
811	002242	TRUSTMARK NATIONAL B	36882	336143	0	2020	4 DIR P				245,850.00	W-021820	53541 W/S BONDS SERIES 20
	INVOICE:	36882		FULL DESC:	W/S BONDS SERIES 2016 ISSUE #7491								
				ACCOUNT TOTAL							245,850.00		
				ORG 811	TOTAL						1,160,850.00		
825	629100			UTILITY MAINTENANCE EXPENSES									
825	001455	MS EMPLOYMENT SECURI	2-5-2020	336293	0	2020	5 DIR P				2,723.00	W-021820	53547 JEFFREY D. DUNN UNE
	INVOICE:			FULL DESC:	JEFFREY D. DUNN UNEMPLOYMENT-4 QTR 2019								
				ACCOUNT TOTAL							2,723.00		
				ORG 825	TOTAL						2,723.00		
				FUND 0400 UTILITY FUND									
				TOTAL:							1,167,227.99		

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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET W-021820



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YEAR/PERIOD: 2020/1	TO 2020/5	DOCUMENT	VOUCHER PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR							
0600	214300	PAYROLL FUND					
031228 UNITEDHEALTHCARE INC	649101504163	336249	0	2020 5 DIR P	314,591.70	W-021820	53546 FEBRUARY 2020 (MEDI
INVOICE: 649101504163		FULL DESC:	FEBRUARY 2020	(MEDICAL-DENTAL-VISION)			
		ACCOUNT TOTAL			314,591.70		
0600	214900	DEFERRED COMPENSATION					
002311 EMPPOWER RETIREMENT	811009276	336239	0	2020 5 DIR P	6,239.16	W-021820	53544 JAN 31, 2020-FIRE P
INVOICE: 811009276		FULL DESC:	JAN 31, 2020-FIRE PAYROLL CONTRIBUTION				
002311 EMPPOWER RETIREMENT	812704562	336574	0	2020 5 DIR P	9,089.96	W-021820	53552 FEB. 7, 2020 PAYROL
INVOICE: 812704562		FULL DESC:	FEB. 7, 2020 PAYROLL CONTRIBUTIONS-REF#812704562				
		ACCOUNT TOTAL			15,329.12		
0600	215101	CAP-PRETAX MEDICAL					
022644 CORPORATE PLANNING	2-7-2020	336406	0	2020 5 DIR P	6,825.70	W-021820	53548 FEB. 7, 2020 FSA/DC
INVOICE:		FULL DESC:	FEB. 7, 2020 FSA/DC PAYROLL CONTRIBUTIONS				
		ACCOUNT TOTAL			6,825.70		
0600	215102	DENTAL INSURANCE PREMS					
031228 UNITEDHEALTHCARE INC	649101504163	336249	0	2020 5 DIR P	14,513.66	W-021820	53546 FEBRUARY 2020 (MEDI
INVOICE: 649101504163		FULL DESC:	FEBRUARY 2020	(MEDICAL-DENTAL-VISION)			
		ACCOUNT TOTAL			14,513.66		
0600	215105	VISION					
031228 UNITEDHEALTHCARE INC	649101504163	336249	0	2020 5 DIR P	3,224.31	W-021820	53546 FEBRUARY 2020 (MEDI
INVOICE: 649101504163		FULL DESC:	FEBRUARY 2020	(MEDICAL-DENTAL-VISION)			
		ACCOUNT TOTAL			3,224.31		
		ORG 0600		TOTAL	354,484.49		
		FUND 0600 PAYROLL FUND		TOTAL:	354,484.49		

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Minutes, City of Southaven, Southaven, Mississippi



The City of Southaven Docket Recap February 18, 2020 Special Docket

General Fund	-
Fire	-
Ems	-
Public Works	-
Parks	-
Facilities Management	-
Code Enforcement	-
Tourist & Convention	-
Utility Fund	-
Payroll Fund	15,983.96
SPECIAL DOCKET TOTAL	15,983.96

Note: Life Insurance Company of North America (Cigna)

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CITY OF SOUTHAVEN
FY 2020 CLAIMS DOCKET S-021820

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YEAR/PERIOD: 2020/1 TO 2020/5
ACCOUNT/VENDOR DOCUMENT

VOUCHER PO

YEAR/PR TYP S

WARRANT CHECK DESCRIPTION

0600	216108	PAYROLL FUND					
0600	022642 LIFE INSURANCE COMPA	112020	336246	0	VOLUNTARY LIFE INSURANCE	15,983.96	S-021820
	INVOICE: 112020				2020 5 DIR P		53545 JAN 2020 PAYROLL CO
					FULL DESC: JAN 2020 PAYROLL CONTRIBUTION		

ACCOUNT TOTAL	15,983.96
ORG 0600 TOTAL	15,983.96

FUND 0600 PAYROLL FUND TOTAL: 15,983.96

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