

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND
THE CITY OF SOUTHAVEN CODE OF ORDINANCES,
TITLE XIII, CHAPTER 12, SECTION 13-12(m) FN49 AND CHART 4 COMMERCIAL
ZONE DISTRICTS**

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of amending the Southaven Code of Ordinances, specifically, TITLE XIII, CHAPTER 12, SECTION 13-12(m) CHART 4 COMMERCIAL ZONE DISTRICTS, ("Ordinances")

Thereupon Alderman Jerome offered and moved the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND
THE CITY OF SOUTHAVEN CODE OF ORDINANCES,
TITLE XIII, CHAPTER 12, SECTION 13-12(m) FN 49 AND CHART 4 COMMERCIAL
ZONE DISTRICTS**

WHEREAS, pursuant to Miss. Code 17-1-3, the City is vested with authority of regulatory controls over zoning and land uses, and may do all things, consistent with the laws of the state, which they deem necessary to protect the health and welfare of the residents; and

WHEREAS, further pursuant to Miss. Code 17-1-3, the City is empowered to promote the health, safety, morals, or the general welfare of the City by regulating the percentage of lot that may be occupied, the density of population, and the location and use of buildings, structures and land for trade, industry, residence or other purposes; and

WHEREAS, pursuant to Miss. Code 17-1-7, the City may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land and regulations in one zone may differ from those in other zones; and

WHEREAS, pursuant to Miss. Code 17-1-9, the City may create zoning regulations designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks

and other public requirements with the purpose of considering the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings, and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Governing Authorities desire to ensure the long term use and viability of hotel buildings constructed and located within the City to prohibit blight and vacant buildings within the City; and

WHEREAS, due to the City's increased tourism and parks program, the number of guests to the City has and will continue to increase and the City desires to provide safety and quality for the visitors along with minimizing the traffic that the City residents experience throughout the year; and

WHEREAS, the City Governing Authorities desire to continue to maintain a low crime rate for its citizens by assisting the City Police so that the overabundance of hotels situated all over the City create problems for the adequate enforcement and maintaining of law and order within the City; and

WHEREAS, as the City continues to face great demand for the location of hotels, the City Governing Authorities desire to ensure that the number of hotels do not create the overcrowding of land along with the too much of an increase in the temporary concentration of people; thereby, creating increased dangers associated with panic, fire, and mayhem; and

WHEREAS, based on the aforementioned legal authority and findings, the City desires to amend the Ordinances to require a conditional use process for hotels; and

WHEREAS, the Ordinances, as amended, provide specific guidelines for the governmental authorities, and serves the legitimate City interest; and

WHEREAS, the Board authorizes the Mayor, or his designee, to sign such documents or take actions that are necessary or required for the effectuation of the amended Ordinance; and

WHEREAS, the City provided fifteen (15) days' notice of the hearing before the City Planning Commission and City Board of Alderman regarding the proposed re-zoning in an official paper or a paper of general circulation in Southaven, Desoto County; and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, BY RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND THE CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE XIII, CHAPTER 12, SECTION 13-12(m) FN 49 AND CHART 4 COMMERCIAL ZONE DISTRICTS as follows:

Chart 4. Commercial Zone Districts Legend

Hotel		C 37/49	C 37/49	C 37/49			C 37/49
-------	--	---------	---------	---------	--	--	---------

(49) In addition to all other City of Southaven requirements for conditional use permits as set forth in Title XIII Chapter 9, Hotels submitting to the City of Southaven for conditional use permit must also provide the following documentation for consideration by the City Planning Commission and City Board of Alderman:

- a. Identification on the most recent STR Chain Scale; and
- b. Feasibility market study from a nationally recognized company identifying the market needs for the immediate area of the proposed hotel location within Southaven. This study shall not include the metro Memphis area or the overall Desoto County limits; and
- c. If a conditional use permit is approved by the City Board of Alderman, the conditional use permit shall be valid for an initial two (2) year period. If at the end of the two (2) years, the proposed hotel is not under construction, then the conditional permit shall be voided and formal application to the Planning Commission and the Board of Alderman will be required.

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

The foregoing Resolution was seconded by Alderman Payne and brought to a vote as follows:

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

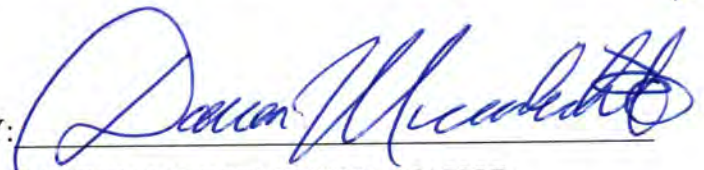
Alderman William Jerome

voted: YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 7th day of February, 2023.

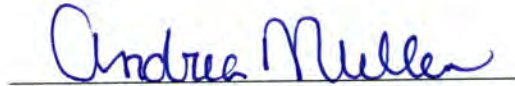
CITY OF SOUTHAVEN, MISSISSIPPI

BY:



DARREN MUSSELWHITE, MAYOR

ATTEST:



CITY CLERK



**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI
AUTHORIZING SINGLE SOURCE ITEM PURCHASE**

WHEREAS, the City of Southaven Police Department ("City Police") purchase restraint devices designed to be used by the City Police early in an encounter of someone suffering from a mental health crisis, narcotic induced psychosis, criminal, or other uncooperative behaviors to deescalate situations; and

WHEREAS, the City Police researched the best restraints to achieve the purpose as set forth above; and

WHEREAS, after review and research by the City Police, it is the recommendation of the City Police for the sole source purchase of the BolaWrap 150 ("Bola") from Wrap Technologies ("Wrap"), as Wrap is the Sole Source Manufacturer of the non-lethal Bola remote restraint technology

WHEREAS, Bola has a 7.5 foot Kevlar tether and hooks that are a unique patented design to catch into clothing have been specifically built to avoid causing injury and to not use pain as the method to gain control compliance and is also designed to be capable of confining a subject's arms against their torso to prevent the subject from physical fighting with an officer or brandishing a weapon; and

WHEREAS, only Bola provides these exclusive capabilities to law enforcement with its unique design and product capability; and

WHEREAS, the ATF has designated Bola as an "any other weapon" as the Bola has been designed to not look or feel like a firearm. The intention behind this unique design is to help prevent any confusion between an officer's lethal and non-lethal weapons; and

WHEREAS, the Bola product portfolio is covered by 17 patents issued in the US and 31 patents issued internationally and is manufactured in the United States in Arizona; and

WHEREAS, based on the review by the City Police's research team as previously set forth, it is determined that the goods and services solely provided by Wrap are what is needed by the City Police and as set forth in more detail in Exhibit A; and

WHEREAS, based on the need by the City Police of the exact products and services as noted above and as specifically set forth in Exhibit A and the sole source letter and justification as set

EXHIBIT A

EXHIBIT B



Re: BolaWrap® 150 Sole/Single Source Documentation

To Whom It May Concern:

Please accept this letter as confirmation that Wrap Technologies is the Sole Source Manufacturer of the non-lethal BolaWrap 150 remote restraint technology. Wrap Technologies is the owner and manufacturer of this unique solution for the law enforcement market. The BolaWrap 150 is a remote restraint device designed to be used by law enforcement early in an encounter of someone suffering from a mental health crisis, narcotic induced psychosis, criminal, or other uncooperative behaviors to deescalate situations rapidly so no other force is necessary. No other manufacturers make a remote restraint device comparable to this device.

The BolaWrap 150 remote restraint is unique and is specifically focused on law enforcement use that is non-lethal and is not intended to use pain compliance to take a subject into custody. The goal of BolaWrap is to de-escalate and to safely take a subject into custody while keeping the officer and the subject safe. There are other tools that use pain compliance through electricity, probes, bean bags, chemical irritants and will likely cause pain or injury. Bola Wrap with its 7.5 foot Kevlar tether and hooks that are a unique patented design to catch into clothing have been specifically built to avoid causing injury and to not use pain as the method to gain control compliance. The BolaWrap is also designed to be capable of confining a subject's arms against their torso to prevent the subject from physical fighting with an officer or brandishing a weapon. Only BolaWrap provides these exclusive capabilities to law enforcement with its unique design and product capability.

The ATF has designated BolaWrap as an "any other weapon". The BolaWrap 150 has been designed to not look or feel like a firearm. The intention behind this unique design is to help prevent any confusion between an officer's lethal and non-lethal weapons.

Our BolaWrap product portfolio is covered by 17 patents issued in the US and 31 patents issued internationally and is manufactured in the United States in Arizona.

U.S. Patents: US11,073,363; US11,408,713; US10,036,615; 11,353,287; 11,156,432;

WO 2022/177612; WO 2022/047435; PCT/US22/45809 (and all national entries/validations based thereon)
Wrap, BolaWrap and Wrap Technologies are trademarks of Wrap Technologies, Inc., and Wrap® and BolaWrap® are registered trademarks of Wrap Technologies, Inc., registered in the U.S. and many other foreign jurisdictions.

Please contact me below if you have further questions or need additional assistance with your sole source paperwork.

Sincerely,

Kevin W. Mullins, President

1817 W. 4th Street
Tempe, AZ 85281
United States
800-583-2652



Bill To
Southaven Police Department (MS)
Major Robert Riggs
662-393-8654
briggs@southaven.org
8691 Northwest Drive
Southaven, MS 38671

Ship To
Southaven Police Department (MS)
Major Robert Riggs
(901) 598-6433
briggs@southaven.org
8691 Northwest Dr.
Southaven, MS 38671
United States

Quote

2022-10496Q

Lead Time	60 days
Valid Till	Feb 14, 2023
Sales Person	Matt Thornton
Wrap Contact	mthornton@wrap.com
Amount	\$ 91,760.25
Payment Terms	Net 30
FOB	Origin

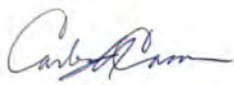
Product Details	Product Code	Unit Price	Quantity	Discount	Total
BolaWrap 150 - Yellow	15021	\$ 1,299.99	50	\$ 0.00	\$ 64,999.50
BolaWrap 150 Cassette	15030	\$ 38.99	600	\$ 2,339.40	\$ 21,054.60
10% Discount Applied					
BolaWrap 150 Nylon Holster - Molle Attachment	15055	\$ 59.95	75	\$ 0.00	\$ 4,496.25
BolaWrap 150 Blackhawk Retention Holster - Belt Attachment	15050	\$ 69.95	10	\$ 0.00	\$ 699.50
Training	80000	\$ 389.00	3	\$ 1,167.00	\$ 0.00
BolaWrap Instructor Training - No Charge					
Shipping	Shipping	\$ 510.40	1	\$ 0.00	\$ 510.40

Sub Total \$ 91,760.25

Service Tax \$ 0.00

Paid Amount \$ 0.00

Grand Total \$ 91,760.25


Carlos Casas
VP of Global Sales & Marketing
Wrap Technologies

Authorization Signature

Date of Signature: _____

Thank you for your interest in Wrap Technologies products.

Terms and Conditions

Tax Exempt Certificate if applicable required prior to shipment

Client shall furnish to Wrap, upon the latter's request, written evidence from such governmental authorities of all such licenses, permits, clearances, authorizations, approvals, registrations, and recordings.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate

forth in Exhibit B, the City of Southaven Board hereby approves the single source purchase of Bola from Wrap pursuant to Mississippi Code 31-7-13(m)(viii); and

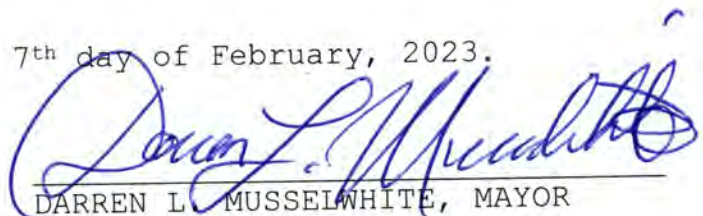
NOW, THEREFORE, BE IT ORDERED by the Board of Aldermen of the City, to wit:

1. Pursuant to Mississippi Code 31-7-13(m)(viii), the City Police Department is authorized to purchase Bola from Wrap as set forth in Exhibit A on a single-source basis.
2. The Mayor, City Police Chief or their designee(s) are authorized to spend funds, including grant funds and take all actions to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 7th day of February, 2023.


DARREN L. MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SOUTHAVEN AND LOVELACE STUDIOS

This Professional Service Agreement shall be effective as of the 7th of February, 2023, by and between the City of Southaven (the City), and Lovelace Studios ("Lovelace")

WHEREAS, the City has the authority pursuant to Mississippi Code Annotated Section 17-1-3 to create public parks and to expend municipal funds for such purpose; and

WHEREAS, pursuant to Mississippi Code Annotated Section 21-17-5, the City, under its home rule authority, has the care, management and control of its property; and

WHEREAS, the City desires to contract with Lovelace for assistance with design and assistance of interior elements of the Snowden House; and

Now in consideration of the promises below, the parties hereby agree as follows:

1. The City hereby contracts with Lovelace to perform the services set forth in Exhibit A.
2. As compensation for those duties as set forth in Exhibit A, the City shall pay Lovelace in the amount of Six Thousand Dollars and 00/100 (\$6,000.00).
3. The parties agree that records, computer programs, computer-stored information, computer disks and other media, files, manuals, letters, notes, reports, customer lists, documents, equipment, websites and the like created during the contract shall remain the property of each respective party, except information that would be classified as public under Mississippi law.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the parties, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. Jurisdiction and venue for all disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.
5. Lovelace acknowledges that it is an independent contractor and is neither an employee of City nor entitled to the same or similar benefits provided to employees of City. This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship among the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly provided herein.
6. This Agreement shall not be assignable by either party without the prior written consent of the other party. In addition, this Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the

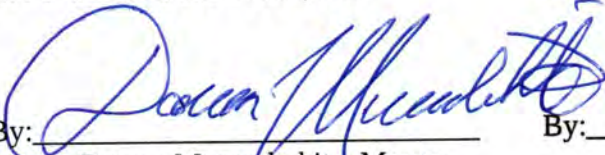
matters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto. The Exhibit attached hereto is specifically made a part of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original.

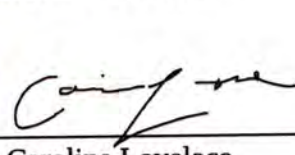
7. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope, or otherwise, then the parties contemplate that any court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

IN, WITNESS WHEREOF, the parties hereby, after being authorized and on behalf of the City and Lovelace have duly executed and delivered this agreement effective as the date written below.

CITY OF SOUTHAVEN, MS

LOVELACE STUDIOS

By: 
Darren Musselwhite, Mayor

By: 
Caroline Lovelace

Date: 2-10-23

Date: Jan 26, 2023

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI FOR DECLARATION OF
EMERGENCY EXPENDITURE**

WHEREAS, the City of Southaven ("City") pursuant to Mississippi Code Section 31-7-13(k) hereby ratifies the expenditures associated with the emergency repairs for the well motor failure at the Getwell Road Water Treatment Plant ("Plant") required for the immediate preservation of order and public health to ensure water to the City's citizens; and

WHEREAS, the motor drive unit at the Plant needed to be replaced to ensure water for the City citizens; and

WHEREAS, the City Utility Department directed Parks and Parks Well Service, Inc. to replace the motor at the Plant; and

WHEREAS, the repairs were necessary to ensure the health and safety of the City's citizens by ensuring adequate water supply; and

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

SECTION 1. Pursuant to Mississippi Code 31-7-13(k) and recommendation of the City's Utilities Director, the City Board ratifies the expenditure in the amount of \$9,245.00 to Parks Well Service, Inc. as set forth in Exhibit A, for the replacement of the well motor failure at the Plant.

SECTION 2. On behalf of the City, the Mayor or his designee is authorized to take all actions to effectuate the intent of this Resolution.

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

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

Exhibit A

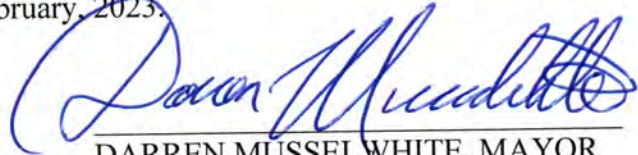
INVOICE

DATE: 01/12/23
INVOICE # 16697
P.O. Number:
TERMS: Due upon Receipt

[illegible]

Ray Henry

RESOLVED AND DONE, this 7th day of February, 2023.


DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



FIRST AMENDMENT

to

Comcast Enterprise Services Master Services Agreement No. MS-29303477-Cthom

This First Amendment ("First Amendment") is entered into on February 7, 2023 ("Effective Date") by and between Comcast Cable Communications Management, LLC ("Comcast") and BankPlus Amphitheater ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties".

WHEREAS, the Parties entered into that certain Comcast Enterprise Services Master Services Agreement No. MS-29303477-Cthom, signed on February 3, 2023 ("Agreement");

WHEREAS, the Parties now desire to amend the Agreement by this First Amendment ("Amended Agreement") to reflect the amended or additional terms and conditions to which the Parties have agreed to;

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Amended Agreement.

NOW, THEREFORE in consideration of the mutual covenants, promises, and consideration set forth in this First Amendment, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. To the extent Comcast provides Customer with its Managed Wi-Fi Network Services ("Wi-Fi Services"), such Wi-Fi Services shall be subject to the additional terms and conditions contained in the **"PRODUCT-SPECIFIC ATTACHMENT MANAGED WI-FI NETWORK SERVICES"**, which is attached hereto as Attachment A.
2. Article 6.2 of the Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

"Customer's Indemnification Obligations. Subject to Section 5.1(B), and to the extent not prohibited by law, Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

3. Article 9.9 of the Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

Choice of Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Mississippi without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in DeSoto County, Mississippi and the parties hereby consent to personal jurisdiction and venue in such court.

Except as specifically modified in this First Amendment, all terms and conditions of the Amended Agreement shall remain unchanged and in full force and effect.

BankPlus Amphitheater		Comcast Cable Communications Management, LLC	
Signature:		Signature:	
Printed Name:	Darren Musselwhite	Printed Name:	Shawn Adamson
Title:	Mayor	Title:	
Date:	2-10-23	Date:	

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ATTACHMENT A

**PRODUCT-SPECIFIC ATTACHMENT
MANAGED WI-FI NETWORK SERVICES**

1. **Service Description.** Pursuant to the terms and conditions contained in this Product Specific Attachment – Managed Wi-Fi Network Services (this “PSA”) and the Agreement, Comcast or its applicable Affiliate (“Comcast”) shall (i) install managed Wi-Fi equipment (“Wi-Fi Equipment”), and (ii) provide support and monitoring services for the managed Wi-Fi network described herein (the “Wi-Fi Service”) to applicable Service Location(s) for use solely by the Customer and Customer’s guests and visitors that patronize the Service Location(s) on a transitory basis (“End Users”). The Wi-Fi shall be branded as Customer’s Wi-Fi service (e.g., “Customer Wi-Fi”) and shall contain no reference to Comcast, its Affiliates or their respective logos or trademarks. As part of the Wi-Fi Service, Comcast will create and maintain a pre-authentication user environment which, to the extent requested by Customer, will include a landing page requiring an End User to accept such terms and conditions as Customer may require before such End User is permitted to access the Wi-Fi. Comcast shall update and make changes to such user environment and landing page, as reasonably requested by Customer. The Wi-Fi Service is subject to change from time to time to reflect changes in features and technology offered by Comcast and applicable laws. The Wi-Fi Service does not include any End User equipment such as computers, network cards or peripheral devices. Customer acknowledges that the bandwidth and coverage offered by the Wi-Fi Service is not guaranteed. Given the nature of Wi-Fi Services including, without limitation, its dependence on the unlicensed radio frequency spectrum, and Customer’s power and mounting asset facilities, Comcast cannot provide any assurance on the reliability or availability of the Wi-Fi Service.
2. **Provisioning Interval.** Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. (the “Estimated Delivery Date”). Comcast shall use commercially reasonable efforts to provision the Wi-Fi Services on or before the Estimated Availability Date; provided, however, that Comcast’s failure to provision by said date shall not constitute a breach of the Agreement.
3. **Travel Expenses.** Comcast may bill Customer for its actual costs incurred for travel in connection with the performance of the Services.
4. **Preparation of Service Location.** Customer is responsible for preparing the Service Location(s) in accordance with the Site Readiness Checklist provided by Comcast. If Customer fails to prepare a Service Location in accordance with the Site Readiness Checklist, Comcast may charge Customer fifteen hundred dollars (\$1,500) plus any travel and expenses incurred by Comcast for the initial visit to the Service Location and any subsequent revisit to the Service Location required to install the Services (the “Remobilization Fee”).
5. **Service Commencement Date.** Comcast shall inform Customer when the Wi-Fi Services are available for use (the “Availability Notification”). Charges for the Wi-Fi Service shall begin to accrue as of the Service Commencement Date.
6. **Termination Charges**
 - A. The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

B. Termination Charges.

- i. In the event a Service is terminated following Comcast's acceptance of the applicable Sales Order, but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in procuring the Wi-Fi Equipment and installing or preparing the Service plus twenty percent (20%).
- ii. In the event that a Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:
 - (a) 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
 - (b) 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
 - (c) 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
 - (d) 100% of any remaining and unpaid (i) monthly recurring charges for the Wi-Fi Equipment and installation thereof and (ii) amounts due to Comcast by Customer (including any unpaid amounts related to applicable Remobilization Fees)

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

- C. **Exclusions.** Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions. Notwithstanding the foregoing, Customer's obligation to pay in full any unpaid monthly recurring charges for the Wi-Fi Equipment shall not be excused.

7. Maintenance of Wi-Fi Network.

- A. Comcast shall maintain the network used to provide the Wi-Fi Service (the "Wi-Fi Network") as necessary to provide Wi-Fi to End Users at the Service Location(s). Such maintenance activities shall include managing and modifying (as reasonably requested by Customer) the configuration of equipment and devices, monitoring of the Wi-Fi Network, equipment troubleshooting, and the maintenance and repair, or, subject to Section 6(A), replacement of Wi-Fi Network equipment. Notwithstanding the foregoing, Comcast's obligation to provide maintenance with respect to Wi-Fi Network equipment or devices, including any equipment and/or devices purchased by Customer pursuant to Section 6(A) (collectively, the "Wi-Fi Network Equipment"), shall be limited to:
 - (i) Coordination of equipment returns to the equipment manufacturer if the equipment is covered by a warranty;
 - (ii) Coordination of site visits by equipment manufacturers, based on the warranty or other coverage purchased by the Customer;
 - (iii) Trouble shooting and remote repair via the Comcast help desk; and

- (iv) Site visits by a technician when determined to be appropriate by Comcast; provided, that, Customer acknowledges and agrees that it shall be responsible for the payment of all reasonable service charges for visits by Comcast's technicians.
- B. Comcast will maintain a local or toll-free telephone number which will be available to End Users for service inquiries 24 hours a day, seven days a week. Comcast shall provide Customer with a dedicated telephone number to contact Comcast for Tier II support for issues that require immediate escalation. With respect to connecting to the Wi-Fi Network, Comcast will help troubleshoot End User equipment and devices.
- C. Comcast will provide real-time, remote network monitoring to assure that the Wi-Fi is active. Comcast will proactively monitor the Wi-Fi Network and will use commercially reasonable efforts to proactively remedy identified issues with Wi-Fi Network. Comcast will provide Customer with an online portal for live monitoring the Wi-Fi Network, including but not limited to, the routers, switches, and access points. Customer will have access to the standard information provided via Comcast's online portal.

8. Wi-Fi Network Equipment.

- A. **Wi-Fi Network Equipment.** To the extent Wi-Fi Network Equipment is required in connection with Comcast's installation or continued provisioning of the Wi-Fi Network, Customer shall purchase such Wi-Fi Network Equipment from Comcast (as a reseller) provided that Customer must provide written approval prior to Comcast incurring any cost for such equipment, which approval shall not be unreasonably withheld. Comcast shall have the right to select the specific new Wi-Fi Network Equipment (e.g. make and model) that will be supplied; provided, that, Comcast shall reasonably consult with Customer in determining the specific Wi-Fi Network Equipment that will be supplied. Comcast shall resell any such Wi-Fi Network Equipment to Customer at the price(s) determined reasonably by Comcast. Customer shall pay Comcast a monthly recurring charge for the purchase of any Wi-Fi Network Equipment resold to Customer as specified on Customer's Sales Order(s). The detailed specifications for any piece of Wi-Fi Network Equipment sold to Customer can be found on the applicable original equipment manufacturer's website (the "OEM Website"). Delivery of Wi-Fi Network Equipment shall be FOB destination. Notwithstanding anything to the contrary contained in the Agreement to the contrary, Customer acknowledges and agrees that any Wi-Fi Network Equipment purchased by Customer from Comcast shall constitute Customer Provided Equipment for the purposes of the Agreement.
- B. **Warranties and Device Licenses.** To the extent applicable, Comcast will register warranty and device licenses for Wi-Fi Network Equipment acquired by Customer pursuant to Section 6(A) with the applicable original equipment manufacturer ("OEM"). Customer grants to Comcast all rights and authority to manage the extension and/or renewal of warranties and licenses for all Wi-Fi Network Equipment. Comcast will, as necessary, manage the extension and/or renewal of warranties and licenses for all Wi-Fi Network Equipment, unless otherwise notified by Customer in writing, during the term of the Agreement. Comcast will invoice Customer for the registering, extending, and/or renewing of warranties and device licenses and Customer shall make payment within thirty (30) days of the invoice date. Customer understands that certain third-party licenses utilized with the Wi-Fi Network Equipment are not available for monthly renewals and must be renewed annually. Therefore, Customer may be required to pay for unused license fees upon expiration or termination of the Agreement.

- C. Support Terms.** The only support and maintenance that accompanies Wi-Fi Equipment is the support that is provided by the OEM and by Comcast pursuant to Section 5. For the details of the support policies and obligations of the manufacturer that accompany a particular piece of Wi-Fi Network Equipment, Customer should refer to the applicable OEM Website. Any maintenance that Comcast provides pursuant to Section 5 of this PSA is complementary to the manufacturer-provided support referenced above and represents Comcast's sole and exclusive obligation to Customer with regard to support and maintenance of these products. For the avoidance of doubt, if the Wi-Fi Service is terminated for any reason, Comcast shall have no further obligation to provide support for Wi-Fi Network Equipment and Customer shall be required to either work directly with the OEM or engage another third party provider for the provision of support and maintenance services on Customer's behalf.
- D. Warranty and License Terms.** For any Wi-Fi Network Equipment (and associated firmware licenses and OEM support packages) sold to Customer by Comcast hereunder, Comcast is acting as a reseller to Customer only and therefore the only warranties that accompany these products are the warranties that are provided by the OEM, if any (refer to the applicable OEM Website for details regarding all manufacturer's warranties). Except for such OEM provided warranties, all Wi-Fi Network Equipment provided by Comcast hereunder and associated software is provided on an "as-is" basis. Commencement of the manufacturer warranty will be in accordance with the applicable OEM's policies. In addition, as a result of the purchase and use of the Wi-Fi Network Equipment purchased from Comcast hereunder, Customer is agreeing to the applicable OEM's end user license terms located on the applicable OEM's website (each an "End Customer Agreement"), as applicable and as required by the applicable OEM, and if so applicable, Customer will be required to agree to such terms directly upon the set-up of Customer's account with the applicable OEM related to such products. In addition, by execution of the Agreement, Customer hereby authorizes Comcast to accept such End Customer Agreement, if applicable, on Customer's behalf as part of Comcast's set up of such Wi-Fi Network Equipment and agrees to be bound by such terms as if Customer had accepted such terms directly. In addition, certain OEM's may include terms and conditions for the Wi-Fi Network Equipment in the equipment box itself and by Customer's use of such equipment, Customer agrees to be bound by such terms and conditions. In each case, any such OEM terms represent Customer's sole contractual terms as it relates to the ongoing use and performance of the applicable Wi-Fi Network Equipment. NOTWITHSTANDING ANY LANGUAGE IN THE AGREEMENT TO THE CONTRARY, COMCAST DOES NOT PROVIDE ANY WARRANTIES ON THE WI-FI NETWORK EQUIPMENT AND EXPRESSLY DISCLAIMS ANY LIABILITY WITH RESPECT TO WI-FI NETWORK EQUIPMENT and instead Comcast's sole obligation to Customer is for Comcast's performance of the obligations set forth in this PSA and in no event will the Wi-Fi Network Equipment purchased by Customer from Comcast hereunder be deemed Comcast Equipment or Licensed Software under the Agreement. With regard to any firmware licenses or OEM-provided support packages associated with the Wi-Fi Network Equipment purchased from Comcast, the license term will not be coterminous with the term of Comcast's performance of the Wi-Fi Services and instead the commencement and length of the term of each of the applicable firmware licenses and/or OEM support package will be dictated by the applicable OEM's terms and conditions (refer to the applicable End Customer Agreement or OEM Website for details).
- 9. Wi-Fi Service Requirements.** In order for Comcast to provide the Wi-Fi Service at the Service Location, Customer must have a high-speed internet or Ethernet connection at the Service Location, which has upload and download speeds that are competitive with local commercial products (the "Underlying Connectivity Service"). Customer acknowledges and agrees that (i) it shall have sole responsibility for providing the Underlying Connectivity Service and (ii) Comcast will have no

obligation to provide the Wi-Fi Services unless the Underlying Connectivity Service is being provisioned to the Service Location.

10. **Compliance with Legal Requirements.** Each party shall comply with all material requirements of laws, statutes, treaties, ordinances, regulations, orders, judgments and decrees ("Legal Requirements") applicable to its performance under this Agreement, including, but not limited to, the applicable terms of the local franchise, the Electronic Communications Privacy Act, and the Digital Millennium Copyright Act.
11. **Roles and Responsibilities.** Comcast and Customer will have the additional roles and responsibilities set forth in Schedule A of the applicable Sales Order.
12. **Indemnification.** To the extent not prohibited by law, Customer shall indemnify, defend, and hold harmless Comcast, its Affiliates and their respective employees, directors, officers, and agents from any and all Claims (including, but not limited to, Claims by End Users) arising on account of, or in connection with, End Users use of, or access to, the Wi-Fi, including any Claims arising out of Customer's collection and use of any End User data or information (including, but not limited to, any personally identifiable information or personal information).
13. **Additional Terms Applicable to Cabling Services.** To the extent Comcast provides Customer with its Cabling Services ("Cabling Services"), the following additional terms and conditions are applicable:
 - 13.1 **Preparation of Service Location.** Customer is responsible for preparing the Service Location(s) in accordance with the Site Readiness Checklist provided by Comcast. If Comcast is required to perform the services associated with creating a clear, available pathway in order to provide the Cabling Services, Comcast may charge Customer for the performance of such services, including the cost of any materials required to perform such services.
 - 13.2 **Equipment.** Customer is responsible for damaged or inoperable equipment as a result of instructions delivered by the Customer. Comcast has no liability unless such damage or inoperability is caused by the gross negligence of Comcast.
 - 13.3 **Security at the Service Location/Liability for Loss.** Customer is responsible for providing physical security at all times to large construction equipment (i.e. personnel lifts, ladders, etc.) used to provide the Cabling Services at the Service Location regardless of where the equipment is placed at the Service Location. Customer is responsible for damage to, or loss of, such equipment caused by its acts or omissions, and its noncompliance with this Article and/or the Agreement, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.
 - 13.4 **Additional Materials, Storage and Shipping.** Additional materials required for completion of the Cabling Services will be provided and billed for as required. Customer will arrange shipping to the Service Location and will manage asset tracking of all materials unless they are furnished by Comcast. Minor or ancillary materials (i.e., items costing individually less than \$25.00 each) will be chosen and supplied by Comcast unless a technical requirement is identified in the Sales Order that requires a specific or unique product/material, in which case the Customer will be responsible for providing the item. Comcast shall use commercially reasonable efforts to select product/material that will meet all technical requirements and be the most cost effective.

13.5 Other Charges. The following charges shall apply in addition to any fees and charges set forth in a Project Services SOW.

- *Delays While Onsite:* All necessary Service Location preparation will be completed by Customer, unless otherwise agreed, prior to performing the Project Service, and any delay on-site due to lack of preparation will be subject to an additional charge, as determined by Comcast. Comcast must have access to designated work areas immediately upon arrival at the Service Location. Comcast may charge Customer for wait or on hold time with Customer or site representatives or a Customer-designated third party that exceeds fifteen (15) minutes per visit, new construction delays, client help desk delays, obstructions in the designated work area or other non-Comcast generated delays. Usernames, passwords, software images, device configurations, IP addresses or other information needed to gain access to or properly complete specified work on devices or systems necessary for the performance of the Services must be immediately available to Comcast upon arrival at the Service Location. If performance of the Services requires special access equipment such as lifts or safety harnesses/equipment such Services will be subject to additional charges. Customer must provide all applicable special instructions and contact information critical to completion of the Cabling Services prior to Comcast's scheduled arrival. Power and data feeds must be present and within six (6) feet of the designated install location when required to complete the Cabling Services. Wall, floor, ceiling penetrations and pathway construction for power, voice, video, data, antenna, grounding or other physical media feeds, unless otherwise specified in an SOW, will be subject to additional charges.

13.6 Warranty. COMCAST REPRESENTS AND WARRANTS THAT THE CABLING SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) SHALL MATERIALLY CONFORM TO ALL RELEVANT SPECIFICATIONS FOR A PERIOD OF ONE (1) YEAR FROM DELIVERY TO CUSTOMER. COMCAST AGREES TO CORRECT PROMPTLY ANY SUCH CABLING SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) NOT IN COMPLIANCE WITH THIS WARRANTY. COMCAST RESERVES THE RIGHT TO CHARGE FOR RE-PERFORMANCE IF COMCAST DETERMINES THAT THE NONCONFORMITY WAS CAUSED BY (I) ISSUES RELATED TO CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT; (II) UNAUTHORIZED ALTERATION OR MANIPULATION OF THE HARDWARE OR SOFTWARE, OR (III) BY A FORCE MAJEURE EVENT. THE CHARGE FOR RE-PERFORMANCE WILL BE THOSE CHARGES RELATED SPECIFICALLY TO THE NONCONFORMING CABLING SERVICE(S) OR DELIVERABLE(S) AS SET FORTH IN THE ORDERING DOCUMENT.

13.7 Invoicing. Comcast will invoice Customer following the completion of the Services for service charges and fees arising under the Agreement. Comcast reserves the right to progress bill for any project-based services that for any reason exceed three (3) months in duration.

COMCAST
BUSINESS

MANAGED WIFI SALES ORDER

SERVICES AND PRICING

Date: 2/06/2023

MSA ID#: MS-29303477-Cthom

Sales Order #: MS-29303477-Cthom-SO1

Account Name: BankPlus Amphitheater

Service Term: 60 Months

Customer Billing Address: 3335 Pine Tar Alley, Southaven, MS 38672

Customer Billing Contact Name: Wes Brown

Customer Billing Contact E-Mail: wbrown@southaven.org

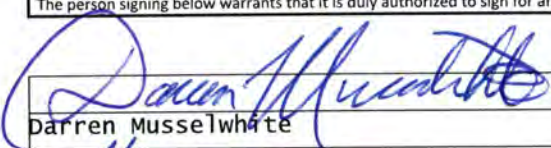
Line	Request Type	Service(s)	Service Location	Monthly Recurring Charge for Service	Non-Recurring Charge for Equipment	Custom Installation Fee
001	New	Managed Wi-Fi Service	6275 Snowden Lane Southaven, MS 38672	\$210.00	\$212,659.34	\$0.00
002						
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
015						
016						
017						
018						
019						
020						
021						
022						
023						
024						
025						
TOTAL CHARGES*:				\$210.00	\$212,659.34	\$0.00

Description of Service(s)

Managed Wi-Fi Service, inclusive of the equipment set forth in Schedule B (attached hereto).

This Comcast Managed WiFi Sales Order form ("Sales Order" or "SO") is subject to and made a part of the Comcast Master Services Agreement No. MS-29303477-Cthom between Comcast and the undersigned Customer ("Agreement"), and is also subject to the Product-Specific Attachment for the Service(s) ordered herein. Unless otherwise indicated herein, any capitalized words contained herein shall have the same meaning as in the Agreement. This Sales Order shall be effective upon acceptance by Comcast.

The person signing below warrants that it is duly authorized to sign for and on behalf of the named Customer.


Darren Musselwhite
Mayor
2-10-23

SIGNATURE
PRINTED NAME
TITLE
DATE

ACCOUNT REPRESENTATIVE: Timothy Bradley
timothy_bradley@comcast.com

*Applicable federal, state, and local taxes, surcharges and fees may apply.

Schedule A

Additional Roles and Responsibilities

Comcast

- With respect to providing the Wi-Fi Service at a Service Location, Comcast will, pursuant to Section 6(A), resell to Customer the Wi-Fi Network Equipment set forth in the applicable Sales Order; provided, that, Comcast shall have the right, in its reasonable discretion, to use alternative equipment than that set forth in the applicable Sales Order
- Comcast will provide the configuration and tuning of the network
- Comcast will install access points in appropriate locations
- Comcast will run CAT6 cables from POE switches to the access points
- Comcast will install wiring at the appropriate locations
- Comcast will be responsible for maintaining the cabling from POE switches to the access points

Customer

- With respect to the provision of the Wi-Fi Service at a Service Location, Customer shall, pursuant to Section 6(A), purchase from Comcast the Wi-Fi Network equipment set forth in the applicable Sales Order; provided, that, Comcast shall have the right, in its reasonable discretion, to use alternative equipment than that set forth in the applicable Sales Order
- Customer will provide access to the Service Location and the access point mounting sites for the purposes of provisioning the Wi-Fi Services, including, but not limited to, providing Comcast with access (i) to IDF data closets as required and (ii) for the purpose of performing field services
- Customer will provide appropriate equipment at the Service Locations for Comcast to access the Wi-Fi Network equipment, including, but not limited to, ladders and lifts
- Customer will provide AC power / electricity for the Wi-Fi Network
- Customer will have discretion over the access rules and policies for all End Users
- Customer will provide project manager through course of installation activities
- Customer will provide a point of contact to communicate operational changes or issues
- Customer will provide "remote hands" support for basic on-site troubleshooting / issue repair (e.g., re-booting on-site hardware)
- Customer will provide Comcast personnel with training for safety operation in the venue

Schedule B

Equipment Listing

Quantity	Device
1	SRX320 Services Gateway - includes hardware and Junos Software Base). RMK not included.
8	Aruba AP-567 (US) 802.11ax Dual 2x2:2 Radio Integrated Directional Antenna Outdoor AP
3	Aruba AP-565 (US) 802.11ax Dual 2x2:2 Radio Integrated Omni Antenna Outdoor AP
12	AP-535 (US) Dual Radio 4x4:4 802.11ax Internal Antennas Unified Campus AP
22	Aruba Central AP Foundation 5 year Sub E-STU
9	Aruba Central 62xx/29xx Switch Foundation CoT 3year
9	cnWave V5000 Extended Warranty, 2 Additional Year (3 year included)
2	Aruba 5Y FC NBD Exch HW 9004 Gtway SVC (for R1B20A)
2	Aruba Central WLAN Gateway WLAN Foundation 5yr E-STU
9	60GHz cnWave V5000 Distribution Node (PTMP Base / Sub)
100	Cat6 Patch Cable (Purple) - 1 Foot
100	Cat6 Patch Cable (Purple) - 3 Foot
40	Cat6 Patch Cable (Purple) - 5 Foot
22	10GBPS Ethernet Surge Suppressor for 802.3at, 802.3af and 802.3bt
20	Cat6 Outdoor Patch Cable (Black) - 10 Foot
12	AP-MNT-E AP mount bracket
10	Cat6 Patch Cable (Purple) -10 Foot
10	Cat6 Patch Cable (Purple) - 7 Foot
9	UPS Web Management Accessory Card SNMP
9	Universal Pole Mount Bracket for 1" - 3" diameter poles (V5000 only)
9	PoE Injector, 10GbE, 60W, 56V, Indoor, AC Input, C6 Connector
9	AC line cord, US Type B, 720mm, CS connector
8	AP-270-MNT-H3 270 Series Mt Kit
7	1U Single Sided Cable Manager
7	6U LINIER Fixed Wall Mount Cabinet - Solid Door. Black
5	Cat6 Outdoor Patch Cable (Black) - 25 Foot
3	AP-270-MNT-H1 365 Mounting Bracket
3	AP-270-MNT-V2 270 SERIES MOUNT KIT
3	Cable Gland, Long, for 6-10mm cable, M25, Qty 5. Number of packs required C000000L124
2	9004-MNT-19 Rack Mount Kit
2	9004 (US) Gateway
2	2U Single Sided Cable Manager
2	KEN 12U Fixed Wall Mount Cabinet - Glass Door (24.71"H x 23.5"W x 23.5"D) - 22.5" usable depth
1	1U Vented Rack Shelf (19"W x 14.9"D x 1.75"H)
1	1.4kW Single-Phase Switched PDU LX Interface, 120V Outlets, 5-15P, 120V Input, 12 ft. (3.66 m) Cord, 1U Rack-Mount, TAA
1	SRX320 rack mount (w/ adaptor tray)
1	Altelix 15x10x5 NEMA 4X Polycarbonate + ABS Weatherproof Enclosure
1	Odroid C4 Kit
9	2-Post Rack-Mount or Wall-Mount Adapter Kit
9	Wall Mount Lock Box - Black
8	SmartPro 120V 1kVA 800W Line-Interactive Sine Wave UPS, 2U
1	Odroid Wifi Module
1	SmartPro 120V 1.5kVA 1.35kW Line-Interactive Sine Wave UPS, 2U
7	2930F 24G PoE+ 4SFP+ Switch
2	2930F 48G PoE+ 4SFP+ 740W Switch
8	Cat6 Outdoor Patch Cable (Black) - 3 Foot
1	cnWave V2000 Extended Warranty, 2 Additional Years (3 years included)
1	60GHz cnWave V2000 Client Node 30W with US cord

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

WHEREAS, the City of Southaven ("City") Parks Department is presently in possession of vehicles as set forth in Exhibit A ("Vehicles"), which are no longer needed by the City; and

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

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

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

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

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

RESOLVED AND DONE, this 7th day of February, 2023.

Exhibit A

2006	Chevy	Trail Blaz.	1GNTDF135372187980	G40392
------	-------	----------------	--------------------	--------

2006	Ford	Escape	1FMYU03166KA41687	G34822
------	------	--------	-------------------	--------

2013	Ford	Focus	1FADP3F2XDL302638	G63578
------	------	-------	-------------------	--------

67426819.v1



Darren Musselwhite, MAYOR

ATTEST:



CITY CLERK'S OFFICE



WORK AUTHORIZATION

DESIGN, SURVEY & CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES AIRWAYS BLVD AND GUTHRIE DR SIGNALIZED INTERSECTION IMPROVEMENTS

In accordance with the Master Service Agreement dated June 13, 2014 as amended by the 8th amendment dated September 14, 2022 between City of Southaven and Civil-Link, LLC, this Work Authorization describes the services and payment conditions related to the engineering design & construction engineering and inspection (CE&I) services provided by CL for the Project described as the *Airways Blvd. and Guthrie Dr. Signalized Intersection Improvements*.

GENERAL:

The Airways Blvd. and Guthrie Dr. Signalized Intersection Improvements (hereafter, "Project") is proposed to be completed utilizing special appropriations from the State provided to the City for this Project. In order to properly plan, layout and construct the proposed traffic signal improvements, design, survey and construction engineering and inspection phase services will be completed to prepare contract documents, plans and specifications for the City of Southaven (hereafter, "Owner"). In addition, CL will assist in assuring the project is constructed in accordance with the contract documents, plans and specifications, CE&I services will be completed for the Owner.

The Project includes the installation of a new signalized intersection and stripping modifications at the intersection(s) of Airways Blvd. and Guthrie Dr. These services do not include any geometric road improvements at the intersection or directed connection with the signal north or south of this intersection. If deemed necessary, the fees associated will increase for design and construction.

SCHEDULE:

The Project time necessary to complete each service from the date of this Work Authorization is as follows:

Engineering Design, Permitting, Bidding	4 Months
Construction Engineering and Inspection	10 Months

PAYMENT CONDITIONS:

CL shall provide the services described herein for this WA at our hourly rates with a 2.7 labor mark-up not to exceed **\$30,000.00** for Engineering Design, Permitting, and Bidding and **\$20,000.00** for CE&I. Payment shall be made in accordance the terms set forth in the referenced Professional Services Master Agreement. Any construction phase services after the construction contract time or additional services outside of those described will be conducted at the labor mark-up listed above.

SCOPE OF SERVICES:

I. DESIGN PHASE SERVICES

- A. Consult with the OWNER to clarify and define the OWNER's requirements for the Project.
- B. Prepare design documents consisting of final design criteria, plan-profile drawings details, drainage plans, erosion control plans, cross sections and outline specifications.
- C. Develop criteria for rights-of-way, working easements and permanent easements. Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required. Obtain any Right-of-way permits as required by MDOT.
- D. On the basis of approved preliminary design documents (including OWNER's comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.
- E. Conduct plan-in-hand inspection of the project site with OWNER and representatives of governmental agencies which may have jurisdiction over the Project.

- F. Contact and meet with representatives of utility companies to resolve utility issues affected by the proposed construction.
- G. Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information.
- H. Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.
- I. Preparation of a Stormwater Pollution Prevention Plan if required.
- J. Prepare and issue Contract Documents to prospective bidders, and maintain a record of their issuance.
- K. Prepare and issue Addenda (after approval by the OWNER) as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.
- L. Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- M. Conduct a pre-bid conference if requested by the OWNER.
- N. Consult with and advise the OWNER as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- O. Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- P. Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.
- Q. Assist the OWNER in the preparation of the documents necessary to complete the award.

The Bidding Phase will be considered complete upon commencement of the Construction Phase after award and contract documents are issued or upon cessation of negotiations with prospective contractors.

II. CONSTRUCTION SERVICES

A. General Administration of Construction Services.

- 1. The ENGINEER shall consult with and advise OWNER and act as OWNER'S representative; shall issue all instructions of OWNER to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

B. Visits to Site and Observation of Construction.

- 1. The ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep OWNER informed of the progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs

incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

2. Defective Work. During such site visits and on the basis of such observations, the ENGINEER may recommend to the OWNER disapproval or rejection of Contractor's work if the ENGINEER believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

3. Clarifications and Interpretations; Change Orders. The ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the ENGINEER shall recommend Change Orders to OWNER and shall prepare Change Orders as required.

4. Shop Drawings. The ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

5. Substitutes. The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

6. Inspections and Tests. The ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

7. Applications for Payment. Based on the ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

a) The ENGINEER shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the ENGINEER's recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

b) By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that on-site observations made by the ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. The ENGINEER'S review of Contractor's work for the purposes of recommending payments will not impose on the ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount

that should be paid.

8. Contractor's Completion Documents. The ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to OWNER with written comments.

9. Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the work substantially complete, the ENGINEER shall deliver a certificate of substantial completion to OWNER and Contractor.

10. Final Notice of Acceptability of the Work. The ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the work is acceptable to the best of the ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by the ENGINEER under this Agreement.

11. Record Documents. Upon completion of the work, the ENGINEER shall compile for and deliver to the OWNER a complete set of record documents conforming to information furnished to the ENGINEER by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the ENGINEER cannot and does not warrant their accuracy.

12. Limitation of Responsibilities. The ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

13. Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct monthly progress meetings with the OWNER, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The ENGINEER shall also prepare minutes of the meeting. The ENGINEER shall also prepare a construction progress report monthly which shall be submitted to OWNER by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and the ENGINEER'S monthly payment requests.

14. Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the ENGINEER of final payment and submission of record documents to OWNER.

C. Resident Project Representative.

1. The ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the ENGINEER in observing progress and quality of the work of the Contractor.

2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the ENGINEER responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

3. The duties and responsibilities of the RPR are limited to those of the ENGINEER in his agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

- a) RPR is the ENGINEER'S agent at the site and will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the ENGINEER and Contractor keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.
- b) Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the ENGINEER concerning acceptability.
- c) Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- d) Liaison. Serve as the ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER'S liaison with Contractor when Contractor's operations affect OWNER'S on-site operations.
- e) Assist in obtaining from OWNER additional details or information, when required for proper execution of the work.
- f) Record date of receipt of Shop Drawings and samples.
- g) Receive samples which are furnished at the site by Contractor, and notify the ENGINEER of availability of samples for examination.
- h) Advise the ENGINEER and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the ENGINEER.
- i) Review of Work, Rejection of Defective Work, Inspections and Tests
- j) Conduct on-site observations of the work in progress to assist the ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
- k) Report to the ENGINEER whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- l) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and startups.
- m) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the ENGINEER.
- n) Interpretation of Contract Documents. Report to the ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the ENGINEER.
- o) Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the ENGINEER. Transmit to Contractor in writing decisions as issued by the ENGINEER.
- p) Maintain at the job site orderly files for correspondence, reports of job conferences,

Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

q) Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

r) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

s) Furnish the ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

t) Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.

u) Draft and recommend to the ENGINEER proposed Change Orders, obtaining backup material from Contractor.

v) Report immediately to the ENGINEER and OWNER the occurrence of any accident.

w) Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.

x) Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to OWNER prior to final payment for the work.

y) Before the ENGINEER certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.

z) Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

aa) Conduct a final inspection in the company of the ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

bb) Observe whether all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

cc) Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the ENGINEER.

dd) Shall not exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents and this Agreement.

ee) Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.

ff) Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or

directions are specifically required by the Contract Documents.

gg) Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.

hh) Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

ii) Shall not authorize OWNER to occupy the Project in whole or in part.

jj) Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

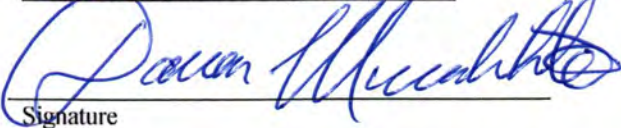
III. SERVICES NOT INCLUDED

- A. Signal Warrant Analysis
- B. Material Testing
- C. Right-of-Way/Easement Acquisition Services
- D. Construction Surveying or Staking

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY OF SOUTHAVEN, MISSISSIPPI


Signature

Darren Musselwhite, Mayor

Typed Name/Title

2-10-23

Date of Signature

CIVIL LINK


Signature

Dan Cordell, Principal

Typed Name/Title

2/02/23

Date of Signature

BUTLER | SNOW

January 31, 2023

VIA E-MAIL TO CITYCLERK@SOUTHAVEN.ORG

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

RE: City of Southaven, Mississippi Fiscal Year 2022 Continuing Disclosure

Dear Andrea:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Southaven, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2022.

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

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2022 to be filed on or before March 29, 2023.

SCOPE OF ENGAGEMENT

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

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

ATTORNEY-CLIENT RELATIONSHIP

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

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

PROSPECTIVE CONSENT

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

FEE STRUCTURE

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

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

PUBLICITY CONCERNING THIS MATTER

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

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

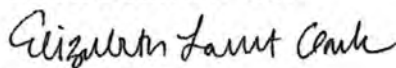
RECORDS

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

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

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

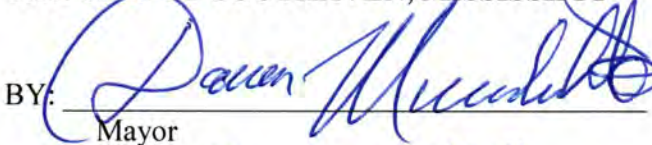
BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF SOUTHAVEN, MISSISSIPPI



BY: _____
Mayor

Dated: 2-10-23

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

EXHIBIT A

Event Notice

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

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

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

- (7) Modification to rights of bondholders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution or sale of property securing repayment of the Bonds, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City¹.
- (13) The consummation of a merger, consolidation, or acquisition involving the Bank or the City or the sale of all substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: Edi McIlwain

Title: Finance Director

Dated: 2/10/23

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

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